



EXTRAORDINARY BUITENGEWONE
Government Gazette
Staatskoerant

(As 'n Nuusblad by die Poskantoor Geregistreer)

VOL. CLXXXVIII.] PRICE 6d. PRETORIA, 28 JUNE 1957. PRYS 6d. [No. 5898.

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer: —

DEPARTEMENT VAN LANDE.

No. 962.] [28 Junie 1957.

HOEWES BESKIKBAAR KRAGTENS DIE
NEDERSETTINGSWET, 1956.

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 9 Augustus 1957 verstryk), kan by die kantoor van die Streeksverteenwoordiger, Departement 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 op enige 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, kragtens en behoudens die bepalings van die Nedersettingswet, 1956, en enige 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, op enige tyd terug te trek.

Alle aansoeke om die hoewes moet gestuur word aan die Streeksvertegenwoordiger, Departement 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 gelê is, of by die Inspekteur van Lande in wie se inspeksie-afdelings die hoewes val.

TRANSVAAL PROVINCE.—PROVINSIE TRANSVAAL.

DISTRICT/DISTRIK BRITS.

Holding No. Hoewe No.	HOLDINGS FOR DISPOSAL.		Area. Grootte.		Purchase Price. Koop- prys.	Rental during Lease Period, 1st and 2nd Years, Nil. Huur gedurende huurtermyn, 1ste en 2de jaar, niks.		Yearly Purchase Instalments (including Interest). Jaarlikse paaitemente van koopprys (rente inbegrepe).
	Name and Number.	HOEWES BESKIKBAAR. Naam en nommer.	Morgen. Morg.	Sq. Roods. Vk. roedes.		3rd Year, Yearly Rental. 3de jaar, jaarlikse huur.	4th and 5th Year, Yearly Rental. 4de en 5de jaar, jaarlikse huur.	
1	(a) Plot No. 1 of Portion A of (b) Plot No. 35 of Portion A of (c) One thirty-third undivided share of and in Portion 70 of Portion A of	(a) Perseel No. 1 van Gedeelte A van (b) Perseel No. 35 van Ge- deelte A van Een drie-en-dertigste onver- deelde aandeel van en in Gedeelte 70 van Gedeelte A van KAMEELDRIFT No. 50.	59	188	£ 3,365	£ s. d. 67 6 0	£ s. d. 164 0 11	£ s. d. 170 13 5
2	Portion 17 (a portion of Por- tion 16) of the farm YZERFONTEIN No. 45.	Gedeelte 17 ('n gedeelte van Gedeelte 16) van die plaas YZERFONTEIN No. 45.	327.7500	—	5,500	110 0 0	268 2 6	278 19 2

DISTRICT/DISTRIK NELSPRUIT.

3	Plot No. 165, Section C, Kaaip Blok, called	Perseel No. 165, Seksie C, Kaaip-Blok, genoem UITKYK.	1,524	272	5,712	114 4 10	278 9 2	289 14 2
---	--	---	-------	-----	-------	----------	---------	----------

DISTRICT/DISTRIK RUSTENBURG.

4	Portion 4 of the consolidated farm CYFERFONTEIN No. 370.	Gedeelte 4 van die verenigde plaas CYFERFONTEIN No. 370.	205.3760	—	2,687	53 14 10	130 19 10	136 5 8
---	--	--	----------	---	-------	----------	-----------	---------

DISTRICT WARMBATHS/DISTRIK WARMBAD.

5	Plot No. 22 of the farm RUST-DER-WINTER No. 248.	Perseel No. 22 van die plaas RUST-DER-WINTER No. 248.	210.6139	—	5,085	101 14 0	247 17 11	257 18 2
6	The remaining extent of portion of the farm RHENOSTERHOEKSPRUIT No. 20.	Die resterende gedeelte van gedeelte van die plaas RHENOSTERHOEKSPRUIT No. 20.	1,359.0477	—	3,256	65 2 5	158 14 8	165 2 10

DISTRICT/DISTRIK WATERBERG.

Undermentioned holdings comprise sub-divisions of the consolidated farm Rooipan No. 1239 (consolidating the remaining extent of the farm Zoutpan No. 1238, and the farm Rooipan No. 1239).

Ondergenoemde hoewes bestaan uit onderverdelings van die verenigde plaas Rooipan No. 1239 (wat die resterende gedeelte van die plaas Zoutpan No. 1238, en die plaas Rooipan No. 1239 verenig).

7	Portion 1	Gedeelte 1	1,000	—	£ 3,588	£ s. d. 35 17 7 1%	£ s. d. 35 17 7 1%	£ s. d. 74 16 1 1%
8	Portion 4	Gedeelte 4	1,115	—	3,851	38 10 2 1%	38 10 2 1%	80 5 9 1%

DISTRICT/DISTRIK ZOUTPANSBERG.

9	(a) Portion 1 of (b) Portion 2 of, and (c) Portion 4 (a portion of Portion 3) of	(a) Gedeelte 1 van (b) Gedeelte 2 van, en (c) Gedeelte 4 ('n gedeelte van Gedeelte 3) van ALETTA No. 1157.	350	—	4,323	86 9 2	210 14 11	219 5 2
---	---	--	-----	---	-------	--------	-----------	---------

Holding No. 1.—Situate approximately 17 miles north-west of Brits Township and Railway Station and approximately 7 miles south-east of Beestekraal Railway Station.

Improvements: Two drying kilns, place for plaiting tobacco leaves, sorting room, tobacco shed, earth dam, rondavel, dwelling-house and 2 Native huts.

Water supply: Water available from canal and Crocodile River. The holding is situate within the Hartbeespoort Irrigation Scheme.

General: Suitable for wheat and tobacco.

* **Average rainfall:** 22 inches per annum.

Servitudes: As the holding is situate within the Hartbeespoort Irrigation Settlement, it is subject to such conditions as are applicable to such Settlement as more fully set out in Deed of Transfer No. 26524/1955.

Holding No. 2.—Situate approximately 26 miles north-west of Brits Township and Railway Station and approximately 8 miles north of Beestekraal Railway Station.

Improvements: Dwelling-house, storeroom, drying kiln, shed, steam engine with 1,200 feet 6-inch piping, 12 horse-power crude oil engine with 600 feet 6-inch piping, 24 horse-power crude oil engine with 600 feet 6-inch piping, internal fencing, concrete dam, Native house, manger and lavatory.

Water supply: Water available from Crocodile River. Approximately 50 morgen of land can be irrigated by pumping water.

General: Suitable for wheat, tobacco and all other summer and winter crops.

Carrying capacity: 5 morgen per head of cattle and 1 morgen per head of sheep. The grazing consists of sweet and sour grass with ordinary bushveld trees and swart haak.

Average rainfall: 22 inches per annum.

Servitudes: The rights to minerals are reserved to a third party.

Holding No. 3.—Situate approximately 9 miles south-east of the Township and Railway Station, Nelspruit, and approximately 6 miles north-west of the Railway Station, Noord Kaap.

Improvements: Dwelling-house, shed, storeroom, fruit trees, water furrow, earth dam, fowl runs, kraal and certain internal fencing.

Water supply: Brook and ravine in the mountain. The possibility exists that some of the lands can be irrigated.

General: Suitable for vegetables, mealies, sweet potatoes, cotton, tobacco, cattle and sheep.

Carrying capacity: 8 morgen per head of cattle and 1 morgen per head of sheep.

Average rainfall: 27 inches per annum. Situate in a malaria area.

Servitudes:

- (i) Subject to a servitude of outspan in extent 1/75th of 1,524 morgen 272 square roods.
- (ii) The lease and Crown Grant which may subsequently be issued in respect of the holding will, *inter alia*, be subject to the following special conditions:—
 - (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 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) 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 opinion of the Mining Commissioner, reasonably be required for prospecting or mining purposes.

Hoewe No. 1.—Ongeveer 17 myl noordwes van die dorp en spoorwegstasie Brits en ongeveer 7 myl suidoos van die spoorwegstasie Beestekraal geleë.

Verbeterings: Twee droogoonde, vlegplek, sorteerkamer, tabakskuur, grondam, rondawel, woonhuis en 2 Naturellehutte.

Watervoorsiening: Water verkrygbaar uit kanaal en Krokodilrivier. Die hoewe is geleë in die Hartbeespoort-besproeiingsnederstelling.

Algemeen: Geskik vir koring en tabak.

Gemiddelde reënval: 22 duim per jaar.

Serwiture: Aangesien die hoewe binne die Hartbeespoort-besproeiingskema val, is dit onderworpe aan sodanige voorwaardes wat op die betrokke nederstelling van toepassing is en soos volledig uiteengesit in Akte van Transport No. 26524/1955.

Hoewe No. 2.—Ongeveer 26 myl noordwes van die dorp en spoorwegstasie Brits en ongeveer 8 myl noord van die spoorwegstasie Beestekraal geleë.

Verbeterings: Woonhuis; pakkamer; droogoond; stoer; stoomenjin met 1,200 voet 6-duim-pype; ru-olie enjin, 12 perdekrug, met 600 voet 6-duim-pype; ru-olie-enjin, 24 perdekrug, met 600 voet 6-duim-pype; binne-omheining; betondam; Naturellehuis; beeskrip en gemakshuis.

Watervoorsiening: Water verkrygbaar uit Krokodilrivier. Deur water te pomp, kan ongeveer 50 morg grond besproei word.

Algemeen: Geskik vir koring, tabak en alle somer- en wintergewasse.

Drakrag: 5 morg per bees en 1 morg per skaap. Die weiding bestaan uit soet- en suurgras met gewone bosveld-bome en swart haak.

Gemiddelde reënval: 22 duim per jaar.

Serwiture: Die regte op minerale is deur 'n derde party voorbehou.

Hoewe No. 3.—Ongeveer 9 myl suidoos van die dorp en spoorwegstasie Nelspruit en ongeveer 6 myl noordwes van die spoorwegstasie Noord-Kaap geleë.

Verbeterings: Woonhuis, skuur, pakkamer, vrugte-bome, watervoor, grondam, hoenderhokke, kraal en enige binne-omheining.

Watervoorsiening: Spruit en kloof in die berg. Daar bestaan 'n moontlikheid dat van die lande besproei kan word.

Algemeen: Geskik vir groente, mielies, patats, katoen, tabak, beeste en skape.

Drakrag: 8 morg per bees en 1 morg per skaap.

Gemiddelde reënval: 27 duim per jaar. Geleë in malaria-streek.

Serwiture:

- (i) Onderworpe aan 'n serwituut van uitspanning groot 1/75ste van 1,524 morg 272 vierkante roedes.
- (ii) Die huurkontrak en Kroongrondbrief 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 Kroongrond vir die toepassing van die mineraalwette te behou, is die grond aan die Tweede Bylae van die Wet op de Ontginning van Voorbehouden Mineralen, No. 55 van 1926, toegevoeg.
 - (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 prospekteeer en mynwerkzaamhede te verrig. Dieselfde fasiliteite moet toegestaan word aan ander persone aan wie die reg verleen is kragtens die mineraalwette om te prospekteeer en mynwerkzaamhede te verrig.
 - (d) Enige prospekteeerder 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 prospekteeer- of myndoeleindes, te verkry.

- (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. 4.—Situate approximately four miles south-east of Swartruggens Township and Railway Station.

Improvements: Reservoir, engine, power head and borehole.

Water Supply: Borehole.

General: Suitable for cattle, sheep, mealies, kaffir-corn and tobacco. The grazing consists of sweet, sour and buffalo grass with usual bush trees.

Carrying capacity: 5 to 6 morgen per head of large stock and 2½ morgen per head of small stock.

Average rainfall: 18 to 20 inches per annum.

Servitudes: 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 Governor-General may at any time expropriate, without payment of compensation, any part of the holding which was at the date of commencement of the lease in respect of this holding, 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 a Deed of Grant expropriate, without payment of compensation, the lessee's rights and interests in any part of the holding which was at the date of commencement of the lease, occupied or used as afore-mentioned.

Special remarks: All the internal fencing on the holding must be shifted by the successful applicant to the boundaries of the holding.

Holding No. 5.—Situate approximately 40 miles south of Warmbaths Township and Railway Station and approximately 23 miles east of Pienaars River Railway Station.

Improvements: 2 dwelling-houses, five 1,000 gallon tanks, 3 coolers, 3 rondavels, 3 lavatories, storeroom, 1,000 feet 2 inch piping, 1,000 feet 1 inch piping, borehole with engine and pump, engine room, iron and wood garage and shed with thatched roof.

Water supply: Canal, borehole and Pienaars River. The holding falls within the Rus-de-Winter Irrigation Scheme and for irrigation purposes water is 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 the 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. If the holding has not yet been scheduled for water, the successful applicant will have to make his own arrangements with the Department of Water Affairs for the scheduling of his irrigable area.

General: Suitable for mealies, wheat, kaffir-corn, tobacco and cattle.

Carrying capacity: 7 morgen per head of cattle.

Average rainfall: 18 to 20 inches per annum.

SPECIAL CONDITIONS.

Special conditions will be inserted in the lease which it is proposed to be issued and in the Deed of Grant to be issued later to the effect that—

- (a) the holding is subject to such servitudes and conditions as appear or are referred to in the title deeds under which the Government holds the land;

- (e) Aangesien die grond ingevolge die mineraalwette as 'n publieke delwery vir edele en ondele 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 eienaarsvoorbehoude of die halwe aandeel van enige kleimlisensie- of mynhuurgelde ten opsigte van mynregte op die hoewe wat ontvang word of ontvang mag word nie.

Hoewe No. 4.—Ongeveer vier myl suidoos van die dorp en spoorwegstasie Swartruggens geleë.

Verbeterings: Reservoir, enjin, kragkop en boorgat.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir beeste, skape, mielies, kafferkoring en tabak. Die weiding bestaan uit soet-, suur- en buffesgras met gewone bosveldbome.

Drakrag: 5 tot 6 morg per stuk grootvee en 2½ morg per stuk kleinvee.

Gemiddelde reënval: 18 tot 20 duim per jaar.

Servitute: Onderworpe aan 'n servituut van regte van dam en waterleiding soos vollediger in Akte van Transport No. 23860/1954 uiteengesit is.

SPESIALE VOORWAARDE.

Die Goewerneur-generaal kan te eniger tyd enige gedeelte van hierdie hoewe wat op die datum van aanvang van die huurkontrak ten aansien van hierdie hoewe 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 'n grondbrief die huurder se regte op en belange in enige gedeelte van die hoewe wat op die datum van aanvang van die huurkontrak geokkupeer of gebruik word soos vermeld, sonder betaling van vergoeding onteien.

Spesiale opmerkings: Die suksesvolle applikant moet al die binneheinings op die hoewe na die grense van sy hoewe verskuif.

Hoewe No. 5.—Ongeveer 40 myl suid van die dorp en spoorwegstasie Warmbad en ongeveer 23 myl oos van Pienaarsrivierstasie geleë.

Verbeterings: 2 woonhuise, vyf 1,000-gelling tenks, 3 koelkamers, 3 rondawels, 3 gemakshuise, pakkamer, 1,000 voet 2-duim-pype, 1,000 voet 1-duim-pype, boorgat met enjin en kragkop, enjinkamer, sink-en-hout garage en grasafdek op pale.

Watervoorsiening: Kanaal, boorgat en Pienaarsrivier. Die hoewe is binne die Rus-de-Winter-besproeiingskema geleë en water vir besproeiingsdoeleindes 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 water aard ook al wat gely mag word as gevolg van 'n tekort aan of die afkeer van water, deursyfering of oorstrooming, wat ook al die oorsaak daarvan mag wees.

Besproeibare gebied: Op die 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. As die hoewe nog nie vir water ingelys is nie, sal die suksesvolle applikant self met die Departement van Waterwese reëlings moet tref vir die inlysting van sy besproeibare gebied.

Algemeen: Geskik vir mielies, koring, kafferkoring, tabak en beeste.

Drakrag: 7 morg per bees.

Gemiddelde reënval: 18 tot 20 duim per jaar.

SPESIALE VOORWAARDES.

Spesiale voorwaardes sal opgeneem word in die voorgestelde huurkontrak wat uitgereik sal word en in die grondbrief wat later uitgereik sal word, ingevolge waarvan—

- (a) die hoewe onderworpe is aan die serwitute en voorwaardes wat voorkom of vermeld word in die eiendomsbewyse waarkragtens die Goewerment die grond hou;

- (b) the holding shall be subject to a servitude of aqueduct in perpetuity as defined in sections *one hundred and thirty-nine* and *one hundred and forty-two* of the Water Act, 1956 (Act No. 54 of 1956), in respect of any existing canals and drains 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 owner on or over the portion which is subject to the said servitude;
- (c) the Government shall have the right to resume the whole or any portion of the holding required for public or outspan purposes on payment of compensation therefor;
- (d) existing roads and thoroughfares, whether they are indicated on the diagram or not, shall remain free and uninterrupted, and the lessee of the holding 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) the holding shall be used solely for agricultural and pastoral purposes and for the processing of such agricultural and other products as the lessee may raise thereon;
- (f) 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 holding 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 holding in the interest of the public or of the owner, lessee or occupier of any land in the neighbourhood of the holding, and to take materials therefrom for the foregoing purposes, on payment (save as may be otherwise provided by law) to the lessee of such sums of money as compensation for loss or damage actually sustained as may be mutually agreed upon between the Government and the lessee;
- (g) the successful applicant will not be allowed to run any stock on the communal grazing.

Holding No. 6.—Situate approximately 42 miles north-west of Warmbaths Township and Railway Station.

Improvements: Borehole and earth dam.

Water Supply: Borehole.

General: Suitable for cattle, peanuts, mealies and kaffir-corn. The grazing consists of sweet and sour veld with ordinary bushveld trees. Mountainous on the northern side.

Carrying capacity: 10 morgen per head of large stock.

Average rainfall: 15 inches per annum.

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

- (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 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) 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.

- (b) die hoewes onderworpe is aan 'n ewigdurende serwituut van waterleiding soos bepaal in artikels *honderd nege-en-dertig* en *honderd twee-en-veertig* van die Waterwet, 1956 (Wet No. 54 van 1956), ten aansien van enige bestaande kanale en afvoerslote ten gunste van die Goewerment van die Unie van Suid-Afrika, en verder onderworpe is 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 om addisionele kanale en/of afvoerslote te bou. Die Goewerment is onder geen omstandighede aanspreeklik vir enige skade of verlies wat deur die eienaar gely mag word oor of op die gedeelte wat aan genoemde serwituut onderworpe is nie;
- (c) die Goewerment die reg het om teen betaling van vergoeding die 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 huurder van die hoewe moet aan enige aangrensende of naburige eienaar 'n noodweg of -pad gee na of van die grond van die aangrensende of naburige eienaar;
- (e) die hoewe uitsluitlik vir landbou- en veeteelt-doeleindes gebruik moet word en vir die verwerking van sodanige landbou- en ander produkte as wat die huurder daarop mag wen;
- (f) 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 hoewe te maak en om telegraaf- en telefoonlyne, paaie, spoorweë, watervore, pypleidings, kanale en afvoerslote op die hoewe op te rig en aan te lê, en hulle daardeur en daaroor te lê in die belang van die publiek of van die eienaar, huurder of bewoner van enige grond wat in die nabyheid van die hoewe geleë is, en om vir bogenoemde doeleindes materiaal daarvan te neem teen betaling (tensy by wet anders bepaal word) aan die huurder van die bedrag geld by wyse van vergoeding vir verlies of skade wat werklik gely is waaromtrent onderling tussen die Goewerment en die huurder ooreengekom mag word;
- (g) die suksesvolle applikant sal nie toegelaat word om vee op die gemeenskaplike weiveld aan te hou nie.

Hoewe No. 6.—Ongeveer 42 myl noordwes van die dorp en spoorwegstasie Warmbad geleë.

Padverbeterings: Boorgat en gronddam.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir beeste, grondbone, mielies en kafferikoring. Die weiding bestaan uit soet- en suurveld met gewone bosveldbone. Bergagtig aan die noordelike kant.

Drakrag: 10 morg per stuk grootvee.

Gemiddelde reënval: 15 duim per jaar.

Spesiale voorwaardes: Die huurkontrak en kroongrond-brief wat later ten opsigte van hierdie hoewe uitgereik mag word, sal, onder andere, aan die volgende spesiale voorwaardes 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 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.
- (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 prospekteeer en mynwerksaamhede te verrig. Die selfde fasiliteite moet toegestaan word aan ander persone aan wie die reg verleen is kragtens die mineraalwette om te prospekteeer en mynwerksaamhede te verrig.

- (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, reasonable 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.

Holdings Nos. 7 and 8.—Situate approximately 95 miles north-west of Nylstroom Township and Railway Station and approximately 40 miles north-west of Vaalwater Railway Station.

General: Suitable for cattle and crop farming. The grazing consists out of ordinary bushveld grazing. Gifblaar present on both holdings.

Average rainfall: 14 inches per annum.

Carrying capacity: 8 morgen per head of Cattle.

Improvements: Boreholes.

Water supply: There is a borehole on each of the holdings.

Servitudes: Holding No. 7 is subject to a servitude of outspan in extent 1/75th of 2,797-8450 morgen.

Special conditions: The lessee of any portion of the consolidated farm Rooipan No. 1239, is compelled to grant 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.

SPECIAL REMARKS.

Holdings Nos. 7 and 8.—The costs in connection with the boring operations which have been conducted on these two 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.

Holding No. 9.—Situate approximately 25 miles east of Messina Township and Railway Station.

Improvements: Dwelling-house, shop, 8 pigsties with necessary troughs, iron and wood storeroom and lean to, 7 citrus trees and certain boundary and internal fences.

Water supply: Water available from the N'jelele River. A few morgen of land can be irrigated from the river by means of a pumping plant.

General: Suitable for vegetables, tropical fruit and cattle. The holding is hilly and the grazing consists of sweet veld with indigenous trees and Mopani bushes.

Carrying capacity: 15 morgen per head of cattle and 3 morgen per head of sheep.

Average rainfall: 10 to 12 inches per annum.

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 6 and 9:—**

First and second years: Nil.

Third year: 2 per cent per annum.

Fourth and Fifth years: 4½ per cent per annum.

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

(b) **Holdings Nos. 7 and 8:—**

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.

(d) Enige prospekteerder 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 prospekteer- 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 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 kleim-lisensie- of mynhuurgelde ten opsigte van mynregte op die hoewe wat ontvang word of ontvang mag word nie.

Hoewes Nos. 7 en 8.—Ongeveer 95 myl noordwes van die dorp en spoorwegstasie Nylstroom en ongeveer 40 myl noordwes van die spoorwegstasie Vaalwater geleë.

Algemeen: Geskik vir beeste en saaihoerders. Die weiding bestaan uit gewone bosveld-weiding en gifblaar kom voor of albei hoewes.

Gemiddelde reënval: 14 duim per jaar.

Drakrag: 8 morg per bees.

Verbeterings: Boorgate.

Watervoorsiening: Op elkeen van die hoewes is 'n boorgat.

Servitude: Hoewe No. 7 is onderworpe aan 'n servitude van uitspanning groot 1/75ste van 2,797-8450 morg.

Spesiale voorwaardes: Die huurder van enige gedeelte van die Verenigde plaas Rooipan No. 1239, 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.

SPESIALE OPMERKINGS.

Hoewes Nos. 7 and 8.—Die koste verbonde aan die boorwerk wat op hierdie twee 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 paaie-mente dienooreenkomstig verhoog sal word.

Hoewe No. 9.—Ongeveer 25 myl oos van die dorp en spoorwegstasie Messina geleë.

Verbeterings: Woonhuis, winkelgebou, 8 varkhokke met nodige krippe, sink-en-houtstoor met afdak, 7 sitrusbome en enige grens- en binne-omheining.

Watervoorsiening: Water verkrygbaar uit die N'jelele-rivier. Daar is 'n paar morg grond wat deur middel van 'n pomptoeel uit die rivier besproei kan word.

Algemeen: Geskik vir groente, tropiese vrugte en beeste. Die hoewe is heuwelagtig en die weiding bestaan uit soetveld met inheemse bome en Mopani-bosse.

Drakrag: 15 morg per bees en 3 morg per skaap.

Gemiddelde reënval: 10 tot 12 duim per jaar.

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 Nedersettingswet, 1956.

Die huurgeld wat jaarliks vooruitbetaal moet word, word bereken op die koopprys volgens onderstaande persentasiebasis, uitgesonderd waar anders vermeld:—

Huurgeld:—

(a) **Hoewes Nos. 1 tot 6 en 9:—**

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.

(b) **Hoewes Nos. 7 en 8:—**

Eerste en tweede jaar: Niks.

Derde, vierde en vyfde jaar: 1 persent per jaar.

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

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 4½ per cent as far as Holdings Nos. 1 to 6 and 9 are concerned and 1 per cent as far as Holdings Nos. 7 and 8 are 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:—

Holding No. 5 must be occupied within three months and for at least 9 months in every calendar year.

Holdings Nos. 3, 7 and 8 must be occupied within three months and for at least ten months in every calendar year.

Holdings Nos. 1, 2, 4, 6 and 9 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 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 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

Ingeval die reg van voorwaardelike aankoop uitgeoefen word, is die koopprys betaalbaar in 65 gelyke jaarlikse paaiemente wat kapitaal en rente insluit. Laasgenoemde word bereken teen 'n rentekoers van 4½ste persent vir sover dit Hoewes Nos. 1 tot 6 en 9 betref, en 1 persent vir sover dit Hoewes Nos. 7 en 8 betref.

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

Inbesitneming.—Die huurkontrak 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:—

Hoewe No. 5 moet binne drie maande in besit geneem word en vir minstens 9 maande in elke kalenderjaar bewoon word.

Hoewes Nos. 3, 7 en 8 moet binne drie maande in besit geneem word en vir minstens tien maande in elke kalenderjaar bewoon word.

Hoewes Nos. 1, 2, 4, 6 en 9 moet binne drie maande in besit geneem word en vir minstens elf maande in elke kalenderjaar bewoon word.

BELANGRIK.—Die huurkontrakte wat uitgereik sal word, sal 'n voorwaarde bevat dat die huurder hom op die boerdery moet toelê en nie sonder die skriftelike toestemming van die Minister, verleen op aanbeveling van die Landraad, 'n ander beroep mag volg of werk mag aanneem as gevolg waarvan hy van die 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 daarop 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 ver lê 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 omstandigheid sonder behoorlike pompmasjinerie water daaruit trek nie.

Sommige boorgate is met handpompe of ander pomp-toestelle toegerus. In gevalle waar geen pomp-toestelle opgerig is nie, 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 'n 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 daaren-

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 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. 963.]

[28 June 1957.]

HOLDINGS TO LET.

Applications will be received at the office of the Regional Representative, Department of 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 9th August, 1957), for the lease of the undermentioned holding for a period of five years without the option to purchase or extension of the lease period.

teen 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 geen eis teen die Staat ten opsigte van enige kleiner oppervlakte 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 bepalings 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 die bestryding van die koste van die grensheinings of 'n gedeelte daarvan ten opsigte van enigeen van die hoewes in hierdie kennisgewing geadverteer, moet bydra of aanspreeklikheid vir die betaling van die bydrae moet aanvaar voor die registrasie van die huurkontrak, moet die suksesvolle applikant by die toekenning van 'n hoewe aan hom, aanspreeklikheid vir die betaling van sodanige bydrae aanvaar. Die bedrag van die bydrae moet deur hom in kontant aan die Staat betaal word, of kan, indien hy dit verkies, by die koopprys van die hoewe gevoeg word, en in so 'n geval word die bedrag van die huur op die koopprys diensoreenkomstig verhoog.

Die suksesvolle applikante vir enigeen van die hoewes wat heeltemal of gedeeltelik omhein is, moet kragtens die Omheiningswet, 1912, of enige wysiging daarvan, aanspreeklikheid aanvaar vir enige bedrae wat deur die eienaars van aangrensende plase ingevolge genoemde Wet geëis mag 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, indien daar is, te versorg en in te samel.

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

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

Die Departement het alles in die werk gestel om die inligting in hierdie kennisgewing vervat, so noukeurig moontlik te verstrek, maar is nie aanspreeklik vir enige onjuiste thede wat daarin mag voorkom 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. 963.]

[28 Junie 1957.]

HOEWES TE HUUR.

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 9 Augustus 1957 verstryk), kan by die kantoor van die Streksvertegenwoordiger, Departement 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.

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 Regional Representative, Department of 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, White River.

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

Alle aansoeke moet gestuur word aan die Streeksvertegenwoordiger, Departement 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.

PROVINCE/PROVINSIE TRANSVAAL

DISTRICT/DISTRIK BARBERTON.

Holdings No. Hoewe No.	HOLDINGS FOR DISPOSAL.	HOEWES BESIKKBAAR.	Area. Grootte.		Total Rental for the Lease Period payable in four Payments as from the 2nd Year.	Rental per Year payable as from 2nd Year of Lease Period.
	Name and Number.	Naam en nommer.	Morgen.	Sq. Roods.	Totale huur vir die huurtermyn betaalbaar in vier betalings van die 2de jaar af.	Huur betaalbaar van 2de jaar van huurtermyn af.
			Morg.	Vk. roede.		
1	The farm Die plaas ZEEROGAT No. 408.		965	67	£ s. d. 548 0 0	£ s. d. 137 0 0

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.

The holding is situated approximately 60 miles east of Barberton Township and approximately 14 miles south of Komatipoort Township and Railway Station.

Improvements: Dwelling-house; iron and wood shed; centrifugal pump with engine and 450 feet 2-inch Everite pipes and fenced on 3 boundaries with one camp.

Water supply: Water is obtainable from the Komati River which forms a boundary of the holding, with unlimited possibilities for irrigation of approximately 100 morgen of land.

General: Suitable for cattle, goats, cross-bred sheep, vegetables, sub-tropical fruit and kaffir corn.

Carrying capacity: 5 morgen per head of cattle and 1 morgen per head of sheep.

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

Servitude: Subject to a servitude of outspan in extent 1/75th of 965 morgen 67 square roods.

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 Regional Representative, Department of 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.

BESKRYWING VAN HOEWEL.

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 inspeksieverslae, en applikante moet hulle vergewis van die juistheid van die besonderhede wat versirek word.

Die hoewe is ongeveer 60 myl oos van Barberton-dorp en ongeveer 14 myl suid van Komatipoort-dorp en -spoorwegstasie geleë.

Verbeterings: Woonhuis; sink-en-houtstoor; sentrifugale pomp met enjin en 450 voet 2 duim-Everitepype en omhein aan drie grense met een kamp.

Watervoorsiening: Water is verkrygbaar uit die Komatirivier wat een van die plaas se grense vorm, wat onbeperkte besproeiingsmoottikhede inhou vir ongeveer 100 morg grond.

Algemeen: Geskik vir beeste, bokke, basterskape, groente, subtropiese vrugte en kafferkoring.

Drakrag: 5 morg per bees en 1 morg per skaap.

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

Serwituut: Onderworpe aan 'n serwituut van uitspanning groot 1/75ste van 965 morg 67 vierkante roedes.

ALGEMENE HUURVOORWAARDES.

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

1. Die verhuurder het op alle tye die 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 Streeksvertegenwoordiger, Departement van Lande, Pretoria, of aan die amptenaar wat van tyd tot tyd dartoe 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 vyf jaar sal betaalbaar wees in vier jaarlikse betalings vooruit van die 2de jaar van die huurtermyn af.

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. 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 terms 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.

3. (a) Die huurder moet die hoeve 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 hoeve 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 grond-erosie en brakheid;
- (iii) die uitroeiing van ongediertes en skadelike en ander onkruid ooreenkomstig die bepalinge van enige wet wat sodanige uitroeiing vereis.

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

(c) Die huurder moet die hoeve 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 hewe laat kom nie.

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

(f) Die huurder het nie die reg om sy huurkontrak sonder die skriftelike goedkeuring van die verhuurder op sodanige voorwaarde as 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 van 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 hoeve moet slegs vir landbou- en veeteelt-doelindes 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 hoeve 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 ook al op enige gedeelte van die hoeve afkap of beskadig sonder die toestemming van verhuurder nie, maar die huurder het die reg om sonder sodanige verlof droë hout wat op die hoeve mag wees vir brandstof of huishoudelike doeleindes te gebruik.

5. Die huurder is nie geregtig tot vergoëding deur die verhuurder of 'n prospekterder of kleimhouer in geval van ongelukke aan persone of diere as gevolg van die bestaan van skagte, tonnells en ander toestande voortspruitende uit prospekter- en/of mynbouwerkzaamhede op die hoeve nie.

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

(b) Die hoeve is voorts 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 uitdruklik by spesiale voorwaarde van die huurkontrak uitgesluit is nie.

7. Alle deurgangsregte, paaie en deurgange, wat op die hoeve aangê is, moet vry en onbelemmerd bly tensy hulle op las van 'n bevoegde owerheid gesluit of verlê word.

Die huurder van enige hoeve is verplig om aan enige aangrensende of naburige huurder 'n noodweg of -pad te gee na of van die grond van 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 hoeve gedryf word nie.

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

14. All notices and demands set 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.

9. Alle regte op wild word voorbehou en die huurder mag nie op die hoeve 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 by Ordonnansie No. 23 van 1949.

10. Die verhuurder is onder geen omstandigheid 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 hoeve, 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 enigeen van die voorwaardes van die huurkontrak. Ingeval die huurkontrak ingevolge 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 hoeve 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 hoeve geadresseer en per geregistreerde pos versend is, en vir doeleindes van regsgedinge of enige geskille wat uit of in verband met die huurkontrak voortspuit kies die huurder die hoeve as sy *domicilium citandi et executandi* en stem hy toe dat die magistratshof jurisdiksie het om al sodanige sake te verhoor.

ALGEMENE OPMERKING.

Die Departement het alle pogings aangewend om die inligting in hierdie kennisgewing vervat, so noukeurig moontlik te verstrek, maar is nie aanspreeklik vir moontlike onjuisthede daarin nie.

Know Your National Heritage!

Buy a copy of

THE MONUMENTS OF SOUTH AFRICA

Edited by C. van Riel Lowe and B. D. Malan for the Historical Monuments Commission

REVISED AND ENLARGED SECOND EDITION
1951
LAVISHLY ILLUSTRATED

A book that will help you to see and appreciate your country in a new way and lead you to interesting discoveries wherever you live or travel

PRICE 15s.

Order your copy, in English or Afrikaans, from
THE GOVERNMENT PRINTER, PRETORIA

Ken u Nasionale Erfenis!

Koop 'n kopie van

DIE GEDENKWAARDIGHEDE VAN SUID-AFRIKA

Geredigeer deur C. van Riel Lowe en B. D. Malan vir die Historiese Monumente-kommissie

HERSIENE EN VERGROTE TWEDE UITGAWE
1951
PRAGTIG GE-ILLUSTREER

'n Boek wat u sal help om u land op 'n nuwe manier te ken en te waardeer. Dit sal u na interessante ontdekkings lei, waar u ook mag woon of reis

PRYS 15s.

Bestel u kopie, in Afrikaans of Engels, by
DIE STAATSDRUKKER, PRETORIA

IMPORTERS EXPORTERS INDUSTRIALISTS

subscribe to



"COMMERCE & INDUSTRY"

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

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

PUBLISHED IN BOTH OFFICIAL LANGUAGES

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

INVOERDERS UITVOERDERS NYWERAARS

teken in op



"HANDEL EN NYWERHEID"

*Die maandblad
van die Departement van Handel en Nywerheid*

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

VERSKYN IN ALBEI AMPTELIKE TALE

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