



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

EXTRAORDINARY GOVERNMENT GAZETTE STAATSKOERANT

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GOVERNMENT NOTICES.

DEPARTMENT OF LANDS.

No. 705.] [8 May 1959.

HOLDINGS AVAILABLE UNDER THE LAND SETTLEMENT ACT, 1956.

Applications will be received at the office of the Regional Representative, Department of Lands, Aquila Building, 157 Schoeman Street, Private Bag 163, Pretoria, for a period of six weeks from the date of the first publication of this notice (thus expiring on the 19th June, 1959), 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 Regional Representative, Department of Lands, Aquila Building, Private Bag 163, Pretoria, on the prescribed forms which are obtainable from the above-mentioned address, from the magistrates of the districts in which the holdings are situated, or from the Inspectors of Lands of the inspectorates in which the holdings are located.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN LANDE.

No. 705.] [8 Mei 1959.

HOEWES BESKIKBAAR KAGTENS DIE NEDERSETTINGSWET, 1956.

Gedurende 'n tydperk van ses weke vanaf die datum van die eerste publikasie van hierdie kennisgiving—d.w.s. tot op 19 Junie 1959—kan daar by die kantoor van die Streeksverteenvoerdiger, Departement van Lande, Aquilagebou, Schoemanstraat 157, Privaatsak 163, Pretoria, aansoek gedoen word om die toekenning van ondergenoemde hoewes ooreenkomsdig 'n 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 ooreenkomsdig 'n voorwaardelike huurkoopkontrak wat oor 'n tydperk van vyf-en-estig (65)-jaar strek, aan te koop kragtens en behoudens die bepalings van die Nedersettingswet, 1956, en enige regulasies daarkragtens afgekondig.

Die Goewernent behou hom die reg voor om enigeen van of al die hoewes wat by hierdie kennisgiving vir toekenning aangebied word, te eniger tyd terug te trek.

Alle aansoeke om die hoewes moet aan die Streeksverteenvoerdiger, Departement van Lande, Aquilagebou, Privaatsak 163, Pretoria, gestuur word 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 inspeksieafdelings die hoewes val.

TRANSVAAL PROVINCE.—PROVINSIE TRANSVAAL.

DISTRICT/DISTRIK BETHAL.

Holding No. Hoewe Nr.	HOLDINGS FOR DISPOSAL.	HOEWES BESKIKBAAR.	Area. Grootte.		Purchase Price.	Rental during Lease Period, 1st and 2nd Years, Nil. Huur gedurende huurtermyn, 1ste en 2de jaar, nik.		Yearly Purchase Instalments (including Interest). Jaarlikse paaimente van koopprys (rente inbegrepe).
			Morgen.	Sq. Roods.		3rd Year, Yearly Rental.	4th and 5th Year, Yearly Rental.	
						3de jaar, jaarlike huur.	4de en 5de jaar, jaarlike huur.	
1	Portions 10 and 11 of Portion F of the farm TOPFONTEIN No. 108.	Gedeeltes 10 en 11 van gedeelte F van die plaas TOPFONTEIN Nr. 108.	208	300	£ 4,881	£ s. d. 97 12 5	£ s. d. 237 19 0	£ s. d. 247 11 3

DISTRICT/DISTRIK LYDENBURG.

2	The remaining extent of the south-eastern portion of the farm LANGDRAAI No. 27.	Die resterende gedeelte van die suid-oostelike gedeelte van die plaas LANGDRAAI Nr. 27.	693	430	£ 4,852	£ s. d. 97 0 10	£ s. d. 236 10 8	£ s. d. 246 1 10
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DISTRICT/DISTRIK MIDDELBURG.

Holding No. Hoewe N.	HOLDINGS FOR DISPOSAL.	HOEWES BESIKBAAR.	Area. Grootte.	Purchase Price.	Rental during Lease Period, 1st and 2nd Years, Nil. Huur gedurende huurtermyn, 1ste en 2de jaar, niks.		Yearly Purchase Instalments (including Interest). Jaarlikse paalmente van koopprys (rente inbegrepe).	
					Koop- prys.	3rd Year, Yearly Rental. 3de jaar, jaarlikse huur.		
	Name and Number.	Naam en nommer.	Morgen. Morg.	Sq. Roeds. Vk. roedes.				
3	South-eastern portion of the farm TEUTFONTEIN No. 222.	Suid-oostelike gedeelte van die plaas	250	—	£ 2,575	£ s. d. 51 10 0	£ s. d. 125 10 8	£ s. d. 130 12 1
4	Portion G of the farm WELTEVREDEN No. 140.	Gedeelte G van die plaas	161	218	2,965	59 6 0	144 10 11	150 7 8

DISTRICT/DISTRIK PIETERSBURG.

5	(a) Portion 9 (a portion of the portion called Zoetfontein) and/en (b) The remaining extent of portion B called Patrysvlug of the farm VREDERUST No. 1547.	(a) Gedeelte 9 ('n gedeelte van die gedeelte genoem Zoetfontein) (b) Die resterende gedeelte van gedeelte B genoem Patrysvlug van die plaas	445.7235	—	4,821	96 8 5	235 0 6	244 10 4
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DISTRICT/DISTRIK POTGIETERSRUS.

6	The farm UMHLOTI No. 22.	Die plaas	704	105	4,280	85 12 0	208 13 0	217 1 7
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DISTRICT/DISTRIK RUSTENBURG.

7	Portion 17, a portion of portion D of the farm LEEUWDRIFT No. 719.	Gedeelte 17, 'n gedeelte van gedeelte D van die plaas	157.1673	—	3,231	64 12 5	157 10 3	163 17 6
8	Portion 18, a portion of portion D of the farm LEEUWDRIFT No. 719.	Gedeelte 18, 'n gedeelte van gedeelte D van die plaas	154.8938	—	2,304	46 1 7	112 6 5	116 17 2
9	Portion 19, a portion of portion D of the farm LEEUWDRIFT No. 719.	Gedeelte 19, 'n gedeelte van gedeelte D van die plaas	156.9010	—	2,316	46 6 5	112 18 1	117 9 4
10	Portion 20, a portion of portion D of the farm LEEUWDRIFT No. 719.	Gedeelte 20, 'n gedeelte van gedeelte D van die plaas	160.2210	—	2,934	58 13 7	143 0 8	148 16 3
11	Portion 21, a portion of portion D of the farm LEEUWDRIFT No. 719.	Gedeelte 21, 'n gedeelte van gedeelte D van die plaas	159.6659	—	7,678	153 11 2	374 6 1	389 8 6
12	Portion 22, a portion of portion D of the farm LEEUWDRIFT No. 719.	Gedeelte 22, 'n gedeelte van gedeelte D van die plaas	147.1436	—	3,793	75 17 2	184 18 2	192 7 7
13	Portion 23, a portion of portion D of the farm LEEUWDRIFT No. 719.	Gedeelte 23, 'n gedeelte van gedeelte D van die plaas	142.9391	—	2,232	44 12 10	108 16 2	113 4 1
14	Portion 24, a portion of portion D of the farm LEEUWDRIFT No. 719.	Gedeelte 24, 'n gedeelte van gedeelte D van die plaas	137.9040	—	2,202	44 0 10	107 6 11	111 13 8
15	Portion 25, a portion of portion D of the farm LEEUWDRIFT No. 719.	Gedeelte 25, 'n gedeelte van gedeelte D van die plaas	130.7338	—	2,160	43 4 0	105 6 0	109 11 1
16	Portion 26, a portion of portion D of the farm LEEUWDRIFT No. 719.	Gedeelte 26, 'n gedeelte van gedeelte D van die plaas	127.4241	—	2,136	42 14 5	104 2 7	108 6 9
17	Remaining extent of portion D of the farm LEEUWDRIFT No. 719.	Resterende gedeelte van gedeelte D van die plaas	1060.0595	—	6,669	133 7 7	325 2 3	338 4 11

DISTRICT/DISTRIK STANDERTON.

Holding No. Hoewe No.	HOLDINGS FOR DISPOSAL.	HOEWES BESIKBAAR.	Area. Grootte.		Purchase Price.	Rental during Lease Period, 1st and 2nd Years, Nil. <i>Huur gedurende huurtermyn, 1ste en 2de jaar, niks.</i>		Yearly Purchase Instalments (including Interest). <i>Jaarlikse paamente van koopprys (rente inbegrepe).</i>
			Morgen.	Sq. Roeds. <i>Morg.</i> <i>Vk. roedes.</i>		3rd Year, Yearly Rental. <i>3de jaar, jaarlike huur.</i>	4th and 5th Year, Yearly Rental. <i>4de en 5de jaar, jaarlike huur.</i>	
18	Portion 9 of the farm KROMDRAAI No. 281.	Gedeelte 9 van die plaas	146	—	4,447	88 18 10	216 15 10	225 11 0

DISTRICT/DISTRIK WATERBERG.

19	Portion A of the farm KLIPRIVIER No. 760.	Gedeelte A van die plaas	973	451	3,330	66 12 0	162 6 9	168 17 11
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Holding No. 1.—Situate approximately 16 miles southwest of Bethal Township and Railway Station and 12 miles south of Baanbreker Railway Station.

Improvements: Dwelling-house with garage, wagon shed, stable, stone kraal, chicken run, lavatory, borehole, windmill, 1,000 gallon tank, drinking trough, 65 mixed fruit trees, gum and Cypress trees, boundary fencing.

Water supply: Borehole, dam and springs.

General: Suitable for maize, kaffircorn, sunflower, teff, oats, sheep and cattle.

Carrying capacity: 3 morgen per head of large stock, 3 morgen per 5 head of small stock. Grazing consists of sweet veld.

Average rainfall: 25 to 30 inches per annum.

Special Condition: The lessee of any portion of this farm is compelled to grant to the adjacent lessee of the other portion of the relative farm, a way or road of necessity to or from the land of such adjacent lessee in a suitable direction to the nearest public road; provided it is deemed necessary by the Minister of Lands. He will be entitled to the same rights over the other portion of the same farm.

Holding No. 2.—Situate approximately 16 miles south of Lydenburg Township and Railway Station and 6 miles east of the nearest railway station Bultkop.

Improvements: Dwelling-house, outside room and ± 60 mixed fruit trees.

Water supply: Spruit.

General: Suitable for wheat, oats, lucerne, large and small stock.

Carrying capacity: 8 morgen per head of large stock; 8 morgen per 5 head of small stock.

Average rainfall: 25 inches per annum.

Servitude: Subject to a servitude of Outspan in extent 1/75th of the extent of the holding.

Holding No. 3.—Situate 8 miles east of the Township and Railway Station Middelburg.

Improvements: Dwelling-house, cow shed, stone kraal, borehole with windmill, rondavel, 500 mixed fruit trees, round dam, borehole with tower.

Water supply: 2 boreholes, pan and spring.

General: Suitable for cattle, sheep, beans, sunflower, teff and oats.

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

Average rainfall: 30 inches per year.

Servitude: Subject to a servitude of outspan in extent 5 morgen.

Hoewe No. 1.—Ongeveer 16 myl suidwes van die dorp en spoorwegstasie Bethal en 12 myl suid van Baanbreker spoorwegstasie geleë.

Verbeterings: Woonhuis met motorhuis, waenhuis, stal, klipkraal, kuikenhok, gemakshuisie, boorgat, windpomp, 1,000-gelling-tenk, suipkrip, 65 gemengde vrugtobome, gom- en sipresbome, grensheining.

Watervoorsiening: Boorgat, dam en fonteine.

Algemeen: Geskik vir mielies, kafferkorng, sonneblom, tef, hawer, skape en beeste.

Drakrag: 3 morg per stuk grootvee, 3 morg per 5 stuks kleinvee. Weiding bestaan uit soetveld.

Gemiddelde reënval: 25 tot 30 duim per jaar.

Spesiale Voorwaarde: Die huurder van enige gedeelte van hierdie plaas is verplig o maan die aangrensende huurder van die ander gedeelte van die betrokke plaas 'n noodweg of -pad toe te staan na of van die grond van sodanige aangrensende huurder in 'n geskikte rigting na die naaste publieke pad, mits die Minister van Lande dit nodig ag. Hy sal dieselfde reg hê oor die ander gedeelte van dieselfde plaas.

Hoewe No. 2.—Ongeveer 16 myl suid van die dorp en spoorwegstasie Lydenburg en 6 myl oos van die naaste spoorwegstasie Bultkop geleë.

Verbeterings: Woonhuis, buitekamer, ± 60 gemengde vrugtobome.

Watervoorsiening: Spruit.

Algemeen: Geskik vir korng, hawer, lusern, groot- en kleinvee.

Drakrag: 8 morg per stuk grootvee; 8 morg per 5 stuks kleinvee.

Gemiddelde reënval: 25 duim per jaar.

Serwituit: Onderworpe aan 'n serwituit van uitspanning groot 1/75ste van die grootte van die hoewe.

Hoewe No. 3.—Ongeveer 8 myl oos van die dorp en spoorwegstasie Middelburg geleë.

Verbeterings: Woonhuis, koeistal, klipkraal, boorgat met windpomp, rondawel, 500 gemengde vrugtobome, ronde dam, boorgat met toring.

Watervoorsiening: 2 boorgate, pan en fontein.

Algemeen: Geskik vir beeste, skape, bone, sonneblom, tef en hawer.

Drakrag: Een stuk grootvee of 5 stuks kleinvee per 5 morg.

Gemiddelde reënval: 30 duim per jaar.

Serwituit: Hoewe is onderworpe aan 'n serwituit van uitspanning groot 5 morg.

Holding No. 4.—Situate approximately 18 miles north-east of the Middelburg Township and Railway Station and 5 miles from Selons River R.M.S.

Improvements: Dwelling-house, wagon shed, dairy and storeroom, stone kraal, lavatory, 80 mixed fruit trees, dam and boundary fencing.

Water supply: Water furrow, cement tank, spruit.

General: Suitable for wheat, oats, maize, sunflower, kaffircorn, cattle and sheep.

Carrying capacity: 4 morgen per head of large stock; 4 morgen per 5 head of small stock.

Average rainfall: ± 25 inches per annum.

Holding No. 5.—Situate approximately 23 miles south of the township and railway station Pietersburg and 19 miles south of the nearest Railway Station Marabastad.

Improvements: Dwelling-house, outbuildings, 2 boreholes, fowlrun, powerhead and engine, cement-dam and tank, 3 earth dams.

Water supply: Boreholes and spring.

General: Suitable for peanuts, kaffircorn, maize castor oil, sheep and cattle.

Carrying capacity: 5-6 morgen per head of large stock.

Average rainfall: 30 inches per annum.

Servitude:

- (1) Portion 9 is subject to all the terms and conditions of Deed of Transfer No. 12729/1950.
- (2) The remaining extent of Portion B called Patrys-vlug is subject to all the terms and conditions of Deed of Transfer No. 12730/1950.
- (3) The remaining extent of Portion B called Patrys-vlug is subject to a servitude of outspan 1/75th of 428 morgen 226 square roods in extent.

Holding No. 6.—Situate approximately 130 miles north of Potgietersrus Township and Railway Station.

Improvements: Dwelling-house, garage, Native room, lavatory, corrugated iron garage, wire kraal, internal and boundary fencing.

Water supply: Limpopo River.

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

Carrying capacity: 5-6 morgen per large head of stock.

Average rainfall: 15 inches per annum.

Servitude: Subject to a servitude of outspan 1/75th of the extent of the holding.

Special Condition: All rights to minerals reserved in favour of third party.

Holdings Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17.—Situate approximately 26 miles north-west of the township and railway station Thabazimbi.

Improvements: The following improvements are on the holdings:—

Holding No. 7: 2 dwelling-houses, lavatory, bore-hole, 3 H.P. paraffin engine, National oilbath power head, 2 inch piping from 1,000 gallon tank, cement manger, dipping tank, Natives quarters, sheep kraal.

Holding No. 8: None.

Holding No. 9: None.

Holding No. 10: None.

Holding No. 11: Dwelling-house, lavatory, tobacco leaf-room, barn, basement, feeding lean to with cement manger, 5 drinking troughs, borehole, cement dam, 4,200 feet by 3 inch asbestos piping, International engine with centrifugal pump.

Holding No. 12: Round cement dam, 450 feet by 6 inch cement piping, 140 feet by 8 inch iron piping, Gas engine, cement drinking trough with 2 inch piping laid on.

Holding No. 13: None.

Holding No. 14: None.

Holding No. 15: None.

Holding No. 16: None.

Holding No. 17: Borehole.

Hoewe No. 4.—Ongeveer 18 myl noordoos van dorp en spoorwegstasie Middelburg en 5 myl v Selonsrivier-P.M.D. geleë.

Verbeterings: Woonhuis, waenhuis, melk- en pakamer, klipkraal, gemakshuisie, 80 gemengde vrugbome, dam en omheining.

Watervoorsiening: Watervoort, sementtenk, spruit.

Algemeen: Geskik vir koring, hawer, mielies, somblom, kafferkoring, beeste en skape.

Drakrag: 4 morg per stuk grootvlei; 4 morg per 5 stu kleinvee.

Gemiddelde reënval: ± 25 duim per jaar.

Hoewe No. 5.—Ongeveer 23 myl suid van die dorp spoorwegstasie Pietersburg en 19 myl suid van die nääs spoorwegstasie Marabastad geleë.

Verbeterings: Woonhuis, buitegeboue, 2 boorgat hoenderkamp, kragkop en enjin, sementdam en -tenk, gronddamme.

Watervoorsiening: Boorgate en fontein.

Algemeen: Geskik vir grondbone, kafferkoring, mielie kasterolie, skape en beeste.

Drakrag: 5-6 morg per stuk grootvlei.

Gemiddelde reënval: 30 duim per jaar.

Servituut:

- (1) Gedeelte 9 is onderworpe aan al die terme en voorwaardes van Transportakte No. 12729/1950.
- (2) Die resterende gedeelte van gedeelte B genoem Patrys-vlug is onderworpe aan al die terme en voorwaardes van Transportakte No. 12730/1950.
- (3) Die resterende gedeelte van gedeelte B genoem Patrys-vlug is onderworpe aan 'n servituut van uitspanning groot 1/75ste van 428 morg 22 vierkante roedes.

Hoewe No. 6.—Ongeveer 130 myl noord van Po gietersrus-dorp en spoorwegstasie geleë.

Verbeterings: Woonhuis, motorhuis, Naturellekame gemakshuisie, sink-motorhuis, draadkraal, binnekuite en uitomehainings.

Watervoorsiening: Limpoporivier.

Algemeen: Geskik vir beeste, tabak en alle somer gewasse, koring en alle wintergewasse en groente.

Drakrag: 5-6 morg per stuk grootvlei.

Gemiddelde reënval: 15 duim per jaar.

Servituut: Onderworpe aan 'n servituut van uitspanning groot 1/75ste van die grootte van die hoewe.

Spesiale Voorwaarde: Alle mineraleregte word aan derde party voorbehou.

Hoewe Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 en 17.—Ongeveer 26 myl noordwes van die dorp en spoorweg stasie Thabazimbi geleë.

Verbeterings: Die volgende verbeterings is op die hoewes:—

Hoewe No. 7: 2 woonhuise, gemakshuisie, boorgat, 3-p.k.-paraffienenjin, National-oliebadkragkop 2-duim-pype vanaf 1,000-gell.-tenk, sementkrip, bees dip, kafferhuis, skaapkraal.

Hoewe No. 8: Geen.

Hoewe No. 9: Geen.

Hoewe No. 10: Geen.

Hoewe No. 11: Woonhuis, gemakshuisie, blaarkamer, skuur, kelder, voer-afdak met sementkrip, 5 suipkrippe, boorgat, semetdam, 4,200 voet by 3 duim asbespype, International-enjin met centrifugale pomp

Hoewe No. 12: Ronde sementdam, 450 voet by 6 duim sementpyp, 140 voet by 8 duim ysterpyplyn Gasenjin, sementsuipkrip met 2-duim-pype aangelê

Hoewe No. 13: Geen.

Hoewe No. 14: Geen.

Hoewe No. 15: Geen.

Hoewe No. 16: Geen.

Hoewe No. 17: Boorgat.

Water supply:

Holding No. 7: Borehole, Crocodile River.
 Holding No. 8: Crocodile River.
 Holding No. 9: Crocodile River.
 Holding No. 10: Crocodile River.
 Holding No. 11: Borehole, Crocodile River.
 Holding No. 12: Crocodile River.
 Holding No. 13: Crocodile River.
 Holding No. 14: Crocodile River.
 Holding No. 15: Crocodile River.
 Holding No. 16: Crocodile River.
 Holding No. 17: Borehole.

General: Suitable for tobacco, citrus, maize, wheat and cattle.

Carrying capacity: 4 morgen per head of large stock or 7 small stock.

Average rainfall: 20 inches per annum.

SPECIAL CONDITIONS.

1. The successful applicants of Holdings Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, must move the western and southern fence along the road marked AB on the sketch to the eastern boundaries of their holdings. The material of all the other internal fences must be divided equally between the 10 successful applicants of the above-mentioned buildings.

2. The successful applicant of Holding No. 17 must demolish the Native room (12 feet by 12 feet) with corrugated iron roof and lean to on Holding No. 11 and erect it on his holding (No. 17).

3. The tobacco shed, 120 feet by 50 feet by 18 feet by 16 feet with corrugated iron roof and treated poles as well as the 3 cement brick store rooms with flat iron roof and cement floors on Holding No. 11 must be demolished by the successful applicants of Holdings Nos. 8, 9, 10, 13, 14, 15 and 16 and the material must under the supervision of the Inspector of Lands be divided equally amongst the successful applicants of the said Holdings Nos. 8, 9, 10, 13, 14, 15 and 16.

4. Holding No. 16 is subject to a right of way along the south-eastern boundary as indicated by the line marked AC on the sketch in favour of Holding No. 17.

5. Holding No. 17 is entitled to a right of way over Holding No. 16 along the south-eastern boundary as indicated by the line marked AC on the sketch.

Holding No. 18.—Situate approximately 17 miles north-east of the town and railway station Standerton.

Improvements: Boundary fencing.

Water supply: Vaal River.

General: Suitable for maize, kaffircorn, sunflower, teff and oats.

Carrying capacity: 2 morgen per head of large stock.

Average rainfall: 25 inches per annum.

SPECIAL CONDITION.

The lessee of any portion of this farm 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. He will be entitled to the same rights over the other portions of the same farm.

Holding No. 19.—Situate 48 miles west of the township and railway station of Nylstroom and 18 miles west of the nearest railway station, Alma.

Improvements: Dwelling-house, rondavel, storeroom, 50 citrus trees.

Water supply: Spruit.

Watervoorsiening:

Hoeve No. 7: Boorgat, Krokodilrivier.
 Hoeve No. 8: Krokodilrivier.
 Hoeve No. 9: Krokodilrivier.
 Hoeve No. 10: Krokodilrivier.
 Hoeve No. 11: Boorgat, Krokodilrivier.
 Hoeve No. 12: Krokodilrivier.
 Hoeve No. 13: Krokodilrivier.
 Hoeve No. 14: Krokodilrivier.
 Hoeve No. 15: Krokodilrivier.
 Hoeve No. 16: Krokodilrivier.
 Hoeve No. 17: Boorgat.

Algemeen: Gesik vir tabak, sitrus, mielies, koring en beeste.

Drakrag: 1 bees of 7 stuks kleinvee per 4 morg.

Gemiddelde reënval: 20 duim per jaar.

SPESIALE VOORWAARDES.

1. Die suksesvolle applikante van Hoeves Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15 en 16 moet die westelike en suidelike draadheining langs die pad gemerk AB op die skets verskuif na die oostelike grense van hulle hoeves. Die materiaal van alle ander binneheinings moet onder die 10 suksesvolle applikante hierbo genoem gelykop verdeel word.

2. Die suksesvolle applikant van Hoeve No. 17 moet die Naturellekamer (12 voet by 12 voet) met sinkdak en afdak op Hoeve No. 11 afbreek en dit op sy hoeve (No. 17) oprig.

3. Die tabakskuur 120 voet by 50 voet by 18 voet by 16 voet met sinkdak en behandelde pale sowel as die 3 sementssteenpakhuise met plat sinkdak en sementvloere op Hoeve No. 11 moet deur die suksesvolle applikante van Hoeves Nos. 8, 9, 10, 13, 14, 15 en 16 afgebreek word en die materiaal moet onder die toesig van die Inspekteur van Lande gelykop onder die suksesvolle applikante van gemelde Hoeves Nos. 8, 9, 10, 13, 14, 15 en 16 verdeel word.

4. Hoeve No. 16 is onderworpe aan 'n reg-van-weg langs die suidoostelike grens soos aangedui deur die lyn gemerk AC op die skets ten gunste van Hoeve No. 17.

5. Hoeve No. 17 is geregtig tot 'n reg-van-weg oor Hoeve No. 16 langs die suidoostelike grens soos aangedui deur die lyn gemerk AC op die skets.

Hoeve No. 18.—Ongeveer 17 myl noordoos van die dorp en spoorwegstasie Standerton geleë.

Verbeterings: Grensheining.

Watervoorsiening: Vaalrivier.

Algemeen: Gesik vir mielies, kasserkoring, sonneblom, tef en hawer.

Drakrag: 2 morg per stuk grootvee.

Gemiddelde reënval: 25 duim per jaar.

SPESIALE VOORWAARDE.

Die huurder van enige gedeelte van hierdie plaas is verplig om aan 'n aangrensende of naburige huurder van enige gedeelte van die betrokke plaas 'n noodweg of pad toe te staan na of van die grond van sodanige aangrensende of naburige huurder in 'n gesikte rigting na die naaste publieke pad, mits die Minister van Lande dit nodig ag. Hy sal dienselfde reg hê oor die ander gedeeltes van dieselfde plaas.

Hoeve No. 19.—48 myl wes van die dorp en spoorwegstasie Nylstroom en 18 myl wes van die naaste spoorwegstasie, Alma, geleë.

Verbeterings: Woonhuis, rondavel, pakkamer, 50 sitrusbome.

Watervoorsiening: Spruit.

General: Suitable for peanuts, maize, castor oil, cotton, wheat and cattle.

Carrying capacity: 10 morgen per head of large stock.

Average rainfall: 20 inches to 24 inches per year.

Special condition: A boundary fence has been erected and as soon as the cost is known the relative amount will be added to the purchase price of the holding as a result whereof the purchase price, yearly rental and instalment will be increased accordingly.

GENERAL CONDITIONS.

The leases to be issued will contain conditions relative to residence, improvements, fencing, minerals, outspan, 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:—

First and second years: Nil.

Third year: 2 per cent per annum.

Fourth and Fifth year: 4 $\frac{1}{2}$ per cent per annum.

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

In the event of the option of conditional purchase being exercised, the purchase price becomes payable in 65 equal yearly instalments, which include capital and interest, the latter being calculated at the rate of 4 $\frac{1}{2}$ per cent.

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

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. 2, and 7 to 17 must be occupied within three months and for at least 10 months in every calendar year.

Holdings Nos. 1, 3, 4, 5, 6, 18 and 19 must be occupied within three months and for at least 11 months in every calendar year.

GENERAL REMARKS.

The Deeds of Lease which will be issued in respect of these holdings are subject to certain prescribed conditions which can be obtained on application.

Applicants are recommended to inspect the holdings personally at their own costs before formally applying therefor.

No. 706.]

[8 May 1959.

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 19th June, 1959), for the lease of the undermentioned holdings for a period of five years without the option to purchase or extension of the lease period.

The Minister of Lands reserves the right at any time to withdraw the holdings 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.

Algemeen: Geskik vir grondbone, mielies, kasterolie katoen, koring en beeste.

Drakrag: 10 morg per stuk grootvee.

Gemiddelde reënval: 20 duim tot 24 duim per jaar.

Spesiale voorwaarde: 'n Grensheining is opgerig en sodra die koste bekend is, sal die betrokke bedrag by die koopprys van die hoeue gevoeg word, as gevvolg waarvan die koopprys, jaarlikse huur en paaiemendienooreen komstig 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 tensy andersins vermeld.

Huurgeld:—

Eerste en tweede jaar: Niks.

Derde jaar: 2 persent per jaar.

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

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

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

Inbesitneming.—Die huurkontrak wat uitgereik sal word, sal bepalings bevat dat die huurders die hoeues 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. 2, en 7 tot 17 moet binne drie maande in besit geneem word en vir minstens 10 maande in elke kalenderjaar bewoon word.

Hoewes 1, 3, 4, 5, 6, 18 en 19 moet binne drie maande in besit geneem word en vir minstens elf maande in elke kalenderjaar bewoon word.

ALGEMENE OPMERKINGS.

Die huurkontrakte wat uitgereik sal word ten opsigte van hierdie hoeues is onderhewig aan sekere voorgeskrewe voorwaardes wat op aanvraag verstrek sal word.

Applikante word aangeraai om die hoeues persoonlik op eie koste te besigtig alvorens hulle daarom aansoek doen.

No. 706.]

[8 Mei 1959.

HOEWES TE HUUR.

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 19 Junie 1959 verstryk), kan by die kantoor van die Streeksverteenvoordiger, Departement van Lande, Aquilagebou, Schoemanstraat 157, Pretoria, aansoek gedoen word om die huur van ondergenoemde hoeues 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 hoeues wat in hierdie kennisgewing te huur aangebied word, op enige tyd terug te trek.

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

PROVINCE/PROVINSIE TRANSVAAL.

DISTRICT OF/DISTRIK BARBERTON.

Holding No. Hoeve No.	HOLDINGS FOR DISPOSAL.	HOEWES BESIKBAAR.	Area. Groote.		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.
			Morgen.	Sq. Roods. <i>Morg.</i>		
20	Portion 16 called Rooibosrand of the farm	Gedeelte 16 genoem Rooibosrand van die plaas TENBOSCH No. 234.	1160·4783	—	£ 438 7 0	109 11 9
21	Portion 21 called Elsjan of the farm	Gedeelte 21 genoem Elsjan van die plaas TENBOSCH No. 234.	1009·1035	—	427 6 0	106 16 6
22	Portion 28 called M'Wetidraai of the farm	Gedeelte 28 genoem M'Wetidraai van die plaas TENBOSCH No. 234.	1015·7674	—	385 14 0	96 8 6
23	Portion 32 called Umkomaas of the farm	Gedeelte 32 genoem Umkomaas van die plaas TENBOSCH No. 234.	1055·3831	—	546 6 0	136 11 6

DESCRIPTION OF HOLDINGS.

The distance of the holdings from the nearest town or railway station, as given below, is 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. 20.—Situate approximately 9 miles west of Komatipoort Township and Railway Station. The railway halt Tenbosch is situated on the boundary of the holding.

Improvements: Dwelling-house, lavatory, earth dam, external fencing.

Water supply: Borehole.

General: Suitable for cattle.

Carrying capacity: 6-7 morgen per head of large stock. Grazing consists of sweet grassveld with indigenous trees and bush.

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

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

Holding No. 21.—Situate approximately 9 miles west of Komatipoort Township and Railway Station, and 1 mile from the nearest railway station Tenbosch.

Improvements: Unfinished dwelling-house, dipping tank.

Water supply: Crocodile River.

General: Suitable for cattle, and if irrigation can be applied, rice, vegetables, and tropical fruit can be grown.

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

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

Special remark: The Department of Water Affairs has been requested to conduct boring operations on the holding and as soon as the boring has been completed, and the costs are known, the rental will be increased by 5 per cent interest per annum on the boring costs.

BESKRYWING VAN HOEWES.

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

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

Hoeve No. 20.—Ongeveer 9 myl wes van die dorp en spoorwegstasie Komatipoort geleë. Die spoorweghalte Tenbosch is op die grens van die hoeve geleë.

Verbeterings: Woonhuis, latrine, gronddam, grensheining.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir beeste.

Drakrag: 6-7 morg per stuk grootvlei. Weiding bestaan uit soetveld met inheemse bome en bosse.

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

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

Hoeve No. 21.—Geleë ongeveer 9 myl wes van die dorp en spoorwegstasie Komatipoort en 1 myl van die naaste spoorwegstasie Tenbosch.

Verbeterings: Onvoltooide woonhuis, dipbak.

Watervoorsiening: Krokodilrivier.

Algemeen: Geskik vir beeste en indien besproeiing toegepas word, kan rys, groente en tropiese vrugte verbou word.

Drakrag: 6-7 morg per stuk grootvlei.

Gemiddelde reënval: 24 duim per jaar. Geleë in malarialeeskreek.

Spesiale opmerking: Die Departement van Waterwese is versoek om boorwerk op die hoeve uit te voer. Nadat die boorwerk voltooi is en boorkoste bekend is, sal die huurgeld verhoog word met 5 persent rente per jaar op die koste van die boorwerk.

Holding No. 22.—Situate approximately 8 miles west of the town and railway station Komatipoort and 1 mile from the nearest railway station Tenbosch.

Improvements: Dwelling-house, outbuildings, dipping tank, boundary fencing.

Water supply: M'weti-spruit.

General: Suitable for cattle, and if irrigation can be applied, rice, vegetables and tropical fruit can be grown.

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

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

Special remark: The Department of Water Affairs has been requested to conduct boring operations on the holding, and as soon as the boring has been completed, and the costs are known, the rental will be increased by 5 per cent interest per annum on the boring costs.

Holding No. 23: Situate approximately 8 miles west of the township and railway station Komatipoort and 1 mile from the nearest railway station Tenbosch.

Improvements: Dwelling-house, rondavel, boundary fencing.

Water supply: M'weti-spruit and Komati River.

General: Suitable for cattle, and if irrigation can be applied, rice, vegetables and tropical fruit can be grown.

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

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

Special remark: The Department of Water Affairs has been requested to conduct boring operations on the holding, and as soon as the boring has been completed, and the costs are known, the rental will be increased by 5 per cent interest per annum on the boring costs.

GENERAL CONDITIONS OF LEASE.

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

1. The lessor shall have the right at all times, upon giving ninety (90) days' notice in writing of terminating the lease should the land or portion thereof be required by the Government for settlement purpose or for any other purpose.

2. The lessees 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.

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.

Hoeve No. 22.—Ongeveer 8 myl wes van die dorp en spoorwegstasie Komatipoort en 1 myl van die naaste spoorwegstasie Tenbosch geleë.

Verbeterings: Woonhuis, buitegeboue, dipbak, grensheining.

Watervoorsiening: M'weti-spruit.

Algemeen: Gesik vir beeste en indien besproeiing toegespas kan word, sal ook rys, groente en tropiese vrugte gekweek kan word.

Drakrag: 6 tot 7 morg per stuk grootvlei.

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

Spesiale opmerking: Die Departement van Waterwese is versoek om boorwerk op die hoeve uit te voer. Nadat die boorwerk voltooi is en boorkoste bekend is, sal die huurgeld verhoog word met 5 persent rente per jaar op die koste van die boorwerk.

Hoeve No. 23.—Ongeveer 8 myl wes van die dorp en spoorwegstasie Komatipoort en 1 myl van die naaste spoorwegstasie Tenbosch geleë.

Verbeterings: Woonhuis, rondawel, grensheining.

Watervoorsiening: M'weti-spruit en Komatirivier.

Algemeen: Gesik vir beeste en indien besproeiing toegespas word, kan rys, groente en tropiese vrugte verbou word.

Drakrag: 6 tot 7 morg per stuk grootvlei.

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

Spesiale opmerking: Die Departement van Waterwese is versoek om boorwerk op die hoeve uit te voer. Nadat die boorwerk voltooi is en boorkoste bekend is, sal die huurgeld verhoog word met 5 persent rente per jaar op die koste van die boorwerk.

ALGEMENE HUURVOORWAARDES.

Die huurkontrakte 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 Streeksverteenvoerdiger, Departement 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 ooreenkomsdig 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) 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 okkupeer.

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 uitroeïng van ongediertes en skadelike en ander onkruid ooreenkomsdig die bepalings van enige wet wat sodanige uitroeïng vereis.

(b) Die huurder moet hom op 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 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 hoeve laat kom nie.

(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, Coloured 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 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.

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)

(e) Die huurder mag nie sonder die voorafverkreeë skriftelike toestemming van die verhuurder die hoeve of 'n deel van die hoeve onderverhuur of enigeen van sy belang in die huurkontrak of hoeve sedeer, oormak of verhypoteke 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 elke 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 veteelteldeelindes gebruik word en vir die verwerking van sodanige landbou- en ander produktes 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 vergoeding deur die verhuurder of 'n prospekteerde of kleinhouer in geval van ongelukke aan persone of diere as gevolg van die bestaan van skagte, tonnels en ander toestande voortspruitende uit prospekteer- en/of mynbouwersaamhede 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 serwiture wat spesiaal in verband staan met en rus op die grond soos deur die Goewernement verkry of gehou, en is aan die ander kant geregtig tot die voordele van enige serwiture 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 aangelê is, moet vry en onbelemmerd bly tensy hulle op las van 'n bevoegde owerheid gesluit of verlê word.

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

11. Die huurkontrak kan na goedvinde van die verhuurder beëindig word ingeval die huur nie ooreenkomsdig 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 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 enigets strydig in enige ander bepaling in dié huurkontrak vervat of stilwyend 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

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 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 dispute 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.

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

GENERAL REMARKS.

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.

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 verwijder.

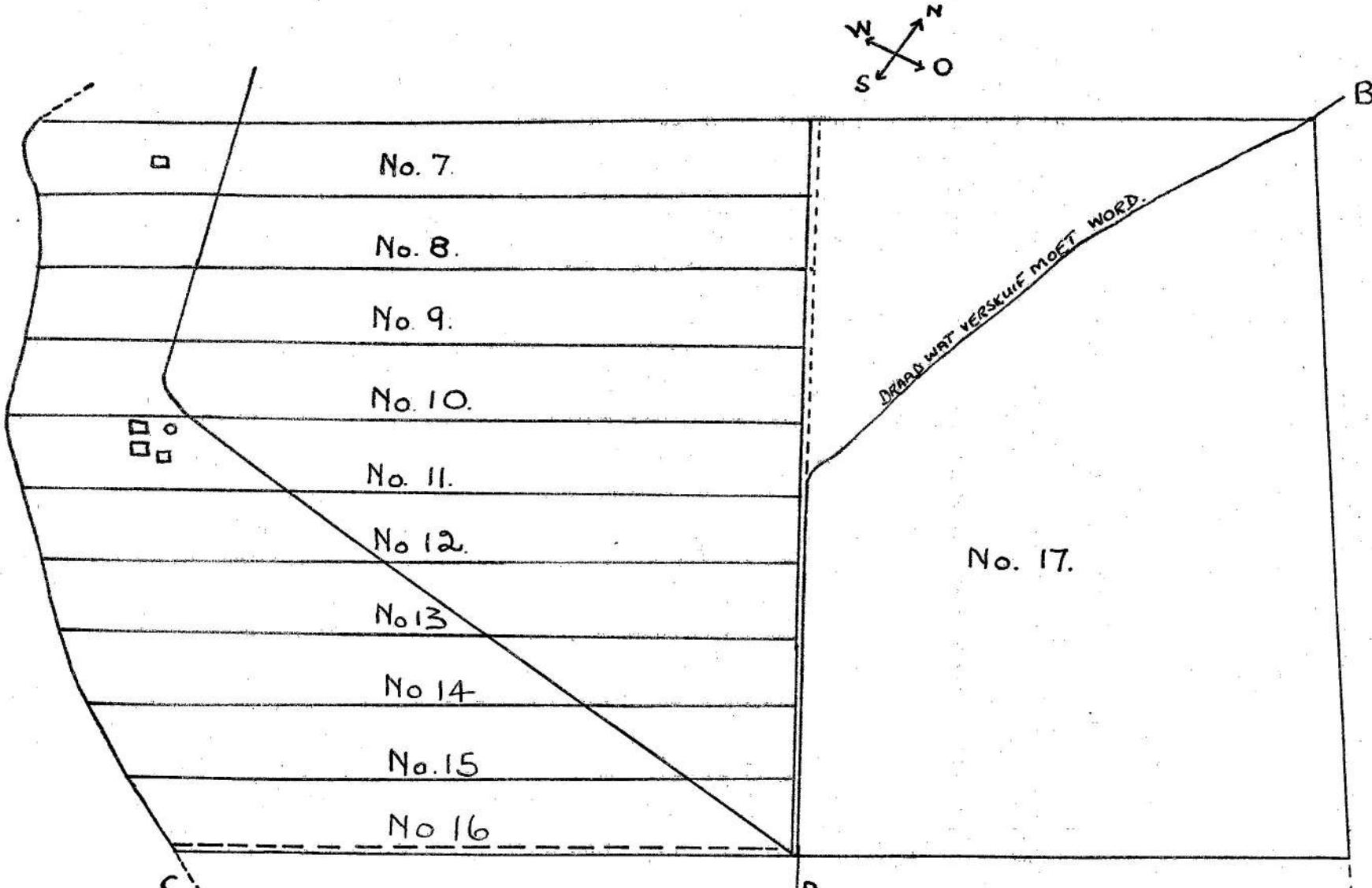
13. Amtsenare van die Staat het die reg om op alle tye die hoeve te betree.

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 doeleinnes van regsgedinge of enige geskille wat uit of in verband met die huurkontrak voortspruit kies die huurder die hoeve as sy *domicilium citandi et executandi* en stem hy toe dat die landdroshof jurisdiksie het om al sodanige sake te verhoor.

15. Onderworpe aan 'n voorbehoud van mineraal- en ondergeskikte regte ten gunste van 'n derde party soos volledig uiteengesit in Sertificaat van Regte op Minerale No. 29/1943 R.M., gedateer 22 Januarie 1943.

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.



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