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Government Gazette

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6 JULY 1951.

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[No. 4650.]

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

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

GOEWERMENSKENNISGEWING.

Onderstaande Goewermementskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN LANDE.

* No. 1737.]

[6 Julie 1951.]

HOEWES BESKIKBAAR KRAGTENS DIE KROONGROND NEDERZETTINGS WET, 1912, SOOS GEWYSIG.

Gedurende 'n tydperk van ses weke van die datum van publikasie van hierdie kennisgewing (wat dus op 17 Augustus 1951 verstryk) kan daar by die Departement van Lande aansoek gedoen word om die toekenning van ondergenoemde hoewes, geleë in die Provinsie Transvaal, volgens huurkontrak vir 'n termyn van vyf (5) jaar met die reg om die grond te enige tyd gedurende die termyn van die huurkontrak of by verstryking daarvan aan te koop op voorwaardes van voorwaardelike koophuurkontrak wat oor 'n tydperk van vyf-en-sestig (65) jaar strek, ooreenkomstig en onderworpe aan die bepalings van die Kroongrond Nederzettings Wet, 1912, en wysigingswette, en regulasies daarkragtens afgekondig.

Die Regering behou hom die reg voor om enigeen van die hoewes wat in hierdie kennisgewing vir toekenning aangebied word, te eniger tyd terug te trek.

Alle aansoeke om hoewes moet gerig word aan—

Die Sekretaris van Lande,
Pretoria,

op die voorgeskrewe vorms wat verkrygbaar is van bogemelde adres of van ondergenoemdes:—

Die Superintendent,
Hartebeespoort-nedersetting,
P.S. Brits;

of,

Die Inspekteur van Lande,
Pk. Rust-der-Winter.

A—2962

GOVERNMENT NOTICE.

The following Government Notice is published, for general information:—

DEPARTMENT OF LANDS.

* No. 1737.]

[6 July 1951.]

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

Applications will be received by the Department of Lands for a period of six weeks from the date of publication of this notice (thus expiring on the 17th August, 1951), for the undermentioned holdings, situate in the Province of Transvaal, to be disposed of on lease for a period of five (5) years, with the option of acquiring the land at any time during the currency of the lease, or at the expiration thereof, on terms of conditional purchase lease extending over a period of sixty-five (65) years, under and subject to the provisions of the Land Settlement Act, 1912, and amending Acts, and any regulations published thereunder.

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

All applications for holdings must be forwarded to—

The Secretary for Lands,
Pretoria,

on the prescribed forms which are obtainable from the above-mentioned address or from the undermentioned:—

The Superintendent,
Hartebeespoort Settlement,
P.B. Brits;

or,

The Inspector of Lands,
P.O. Rust-der-Winter.

TRANSVAAL PROVINCE/PROVINSIE.
BRITS DISTRICT/DISTRIK.
HARTEBESPOORT SETTLEMENTS/-NEDERSETTINGS.

HOLDING No. HOEWES No.	HOLDINGS FOR DISPOSAL. Name and Number.	HOEWES BESKIKBAAR. Naam en nommer.	Area. Grootte.	Purchase Price. Koopprys.	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 paaielemente van koopprys (rente inbegrepe).</i>	
					3rd Year Yearly Rental. <i>3de jaar, jaarlikse huur.</i>	4th and 5th Years, Yearly Rental. <i>4de en 5de jaar, jaarlikse huur.</i>		
1	Plot No. 929 of the Karee- poort Settlement	Perseel No. 929 van die Kareepoort-nederstelling	Morgen. 41-0170	£ 3,165	£ s. d. 63 6 0	£ s. d. 118 13 9	£ s. d. 129 9 8	
2	Plot No. 1029 of the Wolwe- kraal Settlement	Perseel No. 1029 van die Wolwekraal-nederstelling	19-8140	2,824	56 9 8	105 18 0	115 10 8	
3	Plots Nos. 628 and 663 of the Geluk Settlement	Persele Nos. 628 en 663 van die Geluk-nederstelling	16-0205	1,143	22 17 3	42 17 3	46 15 3	

WARMBATHS DISTRICT/DISTRIK WARMBAD.
RUST-DER-WINTER SETTLEMENT/-NEDERSETTING.

4	Plot No. 56 of the Rust-der- Winter Settlement	Perseel No. 56 van die Rust- der-Winter-nederstelling	35-6880	1,003	20 1 2	37 12 3	41 0 8	
5	The unsurveyed Western por- tion of Plot No. 91 of the Rust-der-Winter Settlement	Die onopgemete Westelike gedeelte van Perseel No. 91 van die Rust-der-Winter- nederstelling	± 44	± 878	± 18 0 0	± 33 0 0	± 36 0 0	
6	The unsurveyed Eastern por- tion of Plot No. 91 of the Rust-der-Winter Settlement	Die onopgemete Oostelike gedeelte van Perseel No. 91 van die Rust-der-Winter- nederstelling	± 35	± 916	± 19 0 0	± 35 0 0	± 38 0 0	

BESKRYWING VAN HOEWES.

Die afstande van die hoewes van die naaste dorpe of spoorwegstasies af, soos hieronder aangegee, is slegs volgens skatting.

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

OPMERKING.—Vir sover bekend is, is al die verbeterings op hierdie hoewes in redelik goeie toestand. Die Departement waarborg egter nie dat dit die geval is nie.

Die ligging van Hoewes Nos. 1-3 sal aan die applikante deur die Superintendent van die Hartbeespoort-nederstelling aangedui word, en van Hoewes Nos. 4-6 deur die Inspekteur van Lande, Rust-der-Winter, maar die Goewerment aanvaar geen aanspreeklikheid om bakens aan te wys nie.

Hoewe No. 1 lê ongeveer 4 myl van Wolhuterskopstasie op die Brits-Rustenburg spoorlyn, en 10 myl van Brits.

Verbeterings: Woonhuis, gradeerkamer, tabakskuur, drooigoond en omheining.

Bewerkbare oppervlakte: 20 morg en bestaan uit swart turfgrond; die orige grond kan as weiding gebruik word.

Hoewe No. 2 lê ongeveer 6 myl van Brits af wat ook die naaste spoorwegstasie is.

Verbeterings: Woonhuis, gradeerkamer, 2 drooigoonde, tabakskuur, bediende-woning en omheining.

Bewerkbare oppervlakte: 14 morg, bestaande uit swart turfgrond; die orige grond kan as weiding gebruik word. Die ligging van die grond is effens ongelijk.

Hoewe No. 3 lê ongeveer 12 myl van Brits af, wat ook die naaste spoorwegstasie is.

Verbeterings: Woonhuis van sink, tabakskuur en kelder, drooigoond en omheining.

Bewerkbare oppervlakte: 8 morg, bestaande uit rooi-grond; die orige grond kan as weiding gebruik word.

DESCRIPTION OF HOLDINGS.

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

The particulars regarding the holdings, such as improvements, water supply and the 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.

NOTE.—As far as is known all the improvements on these holdings are in a reasonable condition. The Department does not, however, guarantee that this is the case.

The situation of Holdings Nos. 1-3 will be indicated to applicants by the Superintendent of the Hartbeespoort Settlement and of Holdings Nos. 4-6 by the Inspector of Lands, Rust-der-Winter, but the Government will not accept any responsibility for pointing out the beacons.

Holding No. 1 is situate approximately 4 miles from Wolhuterskop Station on the Brits-Rustenburg railway line and 10 miles from Brits.

Improvements: Dwelling-house, grading-room, tobacco shed, flue barn and fencing.

Arable land: 20 morgen and the soil consists of black turf; the rest of the holding can be used for grazing.

Holding No. 2 is situate approximately 6 miles from Brits which is also the nearest railway station.

Improvements: Dwelling-house, grading-room, 2 flue barns, tobacco shed, servant's quarters and fencing.

Arable land: 14 morgen and the soil consists of black turf; the rest of the holding can be used for grazing. The land is slightly undulating.

Holding No. 3 is situate approximately 12 miles from Brits, which is also the nearest railway station.

Improvements: Dwelling-house of corrugated iron, tobacco shed and cellar, flue barn and fencing.

Arable land: 8 morgen and consists of red soil; the rest of the holding can be used for grazing.

Hoewes Nos. 4-6 (Rust-der-Winter-nedersetting) lê ongeveer 21 myl oos van Pienaarsrivierstasie. Die klimaat is gesond; sommige jare kom daar egter 'n mate van malariakoors voor.

Hoewe No. 4.

Verbeterings: Woonhuis, tabakskuur, 37 sinkplate, sinktenk en omheining.

Bewerkbare oppervlakte: Die hele perseel is bewerkbaar, maar 'n gedeelte daarvan moet nog ontbos word.

Hoewe No. 5.

Verbeterings: Omheining.

Die suksesvolle applikant sal egter geregtig wees om die volgende verbeterings, wat tans op Perseel No. 38 staan, af te breek, te verwyder en op sy hoewe op te rig:—

Woonhuis, tabakskuur, tabakkelder en blaarkamer.

Bewerkbare oppervlakte: 20 morg; die orige grond (nl. 24 morg) kan as weiding gebruik word.

Hoewe No. 6.

Verbeterings: Omheining.

Die suksesvolle applikant sal egter geregtig wees om die woonhuis op Perseel No. 43 en die volgende verbeterings op Perseel No. 44 af te breek, te verwyder en op sy hoewe op te rig:—

Tabakskuur, tabakkelder, droogoond, 2 hoenderhokke, rondavel en sinktenk.

Bewerkbare oppervlakte: 20 morg; die orige grond, naamlik 15 morg, kan as weiding gebruik word.

Watervoorsiening.—Hoewes Nos. 1-3 is geskeduleer vir water uit die Hartebeespoortdam: Nos. 1 en 2 vir 12 morg grond per jaar en No. 3 vir 10 morg grond per jaar. Hoewes Nos. 4-6 is geskeduleer vir water uit die „Oost Dam”, elk vir 14 morg grond per jaar.

Water vir besproeiingsdoeleindes word verskaf deur die Departement van Besproeiing aan wie waterbelastinge betaalbaar is. Die Regering waarborg egter nie die watertoevoer nie en is nie ingeval van verlies of skade van watter aard ook al wat gely mag word as gevolg van 'n tekort aan of die afkeer van water, deursyfering of oorstroming of wat ook al die oorsaak daarvan mag wees, aanspreeklik nie.

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

Reënval.—Die reënval is ongeveer 20 duim op die Hartebeespoort-nedersettings en 24 duim op die Rust-der-Winter-nedersetting.

Gewasse.—Die vernaamste gewasse wat op die Hartebeespoort- en Rust-der-Winter-nedersettings is koring en tabak.

Weiding.—Op die algemene weiveld van die betrokke nedersetting mag die onderstaande grootvee aangehou word:—

Hoewes Nos. 1-3: 16 stuks;

Hoewes Nos. 4-6: 30 stuks.

Bewoning.—Die huurkontrakte wat uitgereik sal word, sal voorwaardes bevat dat die huurders die hoewes persoonlik en op nuttige wyse moet bewoon binne drie maande na die datum van toekenning en daarna, in die geval van Hoewes Nos. 1-3 vir minstens tien maande, en in die geval van Hoewes Nos. 4-6 vir minstens nege maande in elke kalenderjaar. Okkupasie kan onmiddellik na toekenning toegestaan word tensy daar in die toekenningsbrief anders bepaal word.

Komitees van Beheer.—Vir al vier nedersettings waarop Hoewes Nos. 1-6 geleë is, is Komitees van Beheer, ooreenkomstig artikel ses-en-veertig (1) (d) van die Kroongrond Nederzetting Wet, No. 12 van 1912, soos gewysig, en die regulasies gepubliseer ingevolge Goewermentskennisgewing No. 53 van 12 Januarie 1940, of wysigings daarvan, ingestel en die reëls van die Komitees van Beheer, soos afgekondig in verskillende Goewermentskennisgewings, is op die suksesvolle applikante van toepassing.

Holdings Nos. 4-6 (Rust-der-Winter Settlement) are situate approximately 21 miles east of Pienaars River Railway Station. The climate is healthy; some years, however, malaria occurs to a certain extent.

Holding No. 4.

Improvements: Dwelling-house, tobacco shed, 37 sheets corrugated iron, corrugated iron tank and fencing.

Arable land: The entire holding is arable, but part of it has still to be cleared of bush.

Holding No. 5.

Improvements: Fencing.

The successful applicant will, however, be entitled to demolish, remove and re-erect on his holding the following improvements at present on Plot No. 38:—

Dwelling-house, tobacco-shed and tobacco-cellar.

Arable land: 20 morgen; the rest of the holding, viz., 24 morgen, can be used for grazing.

Holding No. 6.

Improvements: Fencing.

The successful applicant will, however, be entitled to demolish, remove and re-erect on his holding the dwelling-house at present on Plot No. 43 and the following improvements on Plot No. 44:—

Tobacco shed, tobacco cellar, flue barn, 2 fowl-runs, rondavel and corrugated iron tank.

Arable land: 20 morgen; the rest of the holding, viz., 15 morgen, can be used for grazing.

Water Supply.—Holdings Nos. 1-3 are scheduled for water from the Hartebeespoort Dam: Nos. 1 and 2 for 12 morgen of land per year and No. 3 for 10 morgen of land per year.

Holdings Nos. 4-6 are scheduled for water from “Lake Oost”, each for 14 morgen of land per year.

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

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

Rainfall.—The rainfall is approximately 20 inches per annum on the Hartebeespoort Settlements and 24 inches on the Rust-der-Winter Settlement.

Crops.—The main crops grown on the Hartebeespoort and Rust-der-Winter Settlements are wheat and tobacco.

Grazing.—On the communal grazing area of the settlement concerned the following large stock may be run:—

Holdings Nos. 1-3: 16 head;

Holdings Nos. 4-6: 30 head.

Occupation.—The leases to be issued will contain conditions to the effect that the lessees shall personally and beneficially occupy the holdings within three months from the date of allotment and thereafter, in the case of Holdings Nos. 1-3 for at least ten months, and in the case of Holdings Nos. 4-6 for at least nine months in every calendar year. Occupation can be granted immediately upon allotment, unless other provision be made in the letter of allotment.

Committee of Management.—For all four settlements on which Holdings Nos. 1-6 are situate Committees of Management have, in terms of section forty-six (1) (d) of the Land Settlement Act, No. 12 of 1912, as amended, and the regulations published by Government Notice No. 53 of 12th January, 1940, or any amendments thereof, been established and the rules of the Committees of Management, as published under different Government Notices, shall be applicable to the successful applicants.

Die Komitees van Beheer is vir ondergenoemde doeleindes ingestel:—

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

Bome.—Dit is 'n spesiale voorwaarde van toekenning dat hoegenaamd geen inheemse bome op die hoewe of bome van enige soort op die weiveld, sonder die toestemming van die Minister van Lande afgekap of beskadig mag word nie.

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

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

SPEZIALE VOORWAARDES.

Spesiale voorwaardes sal in die voorgestelde huurkontrakte en in die daaropvolgende Kroongrondbriewe opgeneem word waarvolgens—

- (a) die hoewes onderworpe gemaak word aan die servitude en voorwaardes wat voorkom of vermeld word in die eiendombewyse waarkragtens die Regering die grond hou;
- (b) die Regering die reg sal hê om teen betaling van skadevergoeding enige hoewe of enige gedeelte daarvan vir publieke doeleindes of vir 'n uitspanning terug te neem;
- (c) bestaande paaie en deurgange vry en onbelemmerd moet bly, of hulle op die kaart aangetoon word al dan nie, en die huurder van enige hoewe verplig word om aan enige aangrensende of naburige eienaar 'n noodweg of -pad te gee, na of van die grond van die aangrensende of naburige eienaar;
- (d) alle regte op minerale, mineraalprodukte, mineraalolies, metale en edelgesteentes, deur of die Regering of 'n derde party behou word, soos bepaal in die eiendomsbewys waarkragtens die Regering die grond hou;
- (e) die hoewes slegs vir landbou en veeteelt gebruik mag word en vir die vervaardiging van landbou- en ander produkte wat die huurders daarop mag wen;
- (f) die Regering te eniger tyd die reg het om op 'n wyse, en op die voorwaardes wat wenslik geag mag word, damme en reservoires op die hoewes te maak en om telegraaf- en telefoonlyne, paaie, spoorweë, watervore, pylpleidings, kanale en afvoerslote op die hoewes op te rig en aan te lê, en hulle daardeur en daaroor te lei, in die belang van die publiek, of van die eienaar, huurder of bewoner van enige grond wat in die nabyheid van die hoewes geleë is, en om vir bogenoemde doeleindes materiaal daarvan te neem teen betaling (tensy dit by Wet anders bepaal word) aan die huurders van die som geld, by wyse van vergoeding vir verlies of skade wat werklik gely mag wees, waaromtrent onderling tussen die Regering en die huurders ooreengekom mag word;

The Committees of Management have been established for the following purposes:—

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

Trees.—It is a special condition of allotment that no indigenous trees on the holding, and no trees of any sort whatsoever on the grazing area, may be felled without the sanction of the Minister of Lands, or damaged.

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

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

SPECIAL CONDITIONS.

Special conditions will be inserted in the leases which it is proposed to issue and in the Crown Grants to be issued later to the effect that—

- (a) the holdings are subject to such servitudes and conditions as appear or are referred to in the Title Deeds under which the Government holds the land;
- (b) the Government shall have the right to resume the whole or a portion of any holding required for public purposes or outspan purposes on payment of compensation therefor;
- (c) existing roads and thoroughfares, whether they are described on the diagram or not, shall remain free and uninterrupted, and the lessee of any 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;
- (d) all rights to minerals, mineral products, mineral oils, metals and precious stones are reserved either to the Crown or a third party, as provided for in the title deed under which the Government holds the land;
- (e) the holdings shall be used solely for agricultural and pastoral purposes, and the manufacture of such agricultural and other products as the lessees 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 holdings, and to erect and construct telegraph and telephone lines, roads, railways, water-furrows, pipe-lines, canals, and drains upon and conduct the same through and over the holdings, in the interest of the public or of the owner, lessee or occupier of any land in the neighbourhood of the holdings, and to take materials therefrom for the foregoing purposes, on payment (save as may be otherwise provided by law) to the lessees of such sums of money as compensation for loss or damage actually sustained as may be mutually agreed upon between the Government and the lessees;

- (g) die huurkontrakte wat aan die suksesvolle applikante uitgegee sal word, sal verder die voorwaardes bevat wat gewoonlik by die huurkontrakte van hoewes op genoemde nedersettings ingelyf word.

ALGEMENE VOORWAARDES.

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

Huurgeld—

Eerste en tweede jaar: Geen.

Derde jaar: 2 persent per jaar.

Vierde en vyfde jaar: $3\frac{1}{2}$ persent per jaar.

Ingeval van verlenging van die huurkontrak na vyf jaar: $3\frac{1}{2}$ persent per jaar.

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 $3\frac{1}{2}$ persent.

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

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

Omheinings.—Ingeval die Regering, ingevolge die Omheiningswet, 1912 (Wet No. 17 van 1912), of enige wysiging daarvan, tot bestryding van die koste van die grensheininge of 'n gedeelte daarvan ten opsigte van enige van die hoewes in hierdie kennisgewing geadverteer, moet bydrae, of aanspreeklikheid vir die betaling van die bydrae moet aanvaar voor die registrasie van die huurkontrak, moet die suksesvolle applikant by die toekenning van 'n hoewe aan hom aanspreeklikheid vir die betaling van sodanige bydrae aanvaar. Die bedrag van die bydrae moet deur hom in kontant aan die Regering betaal word, of kan, as hy dit verkies, by die koopprys van die hoewe gevoeg word, en in so'n geval word die bedrag van die huur op die koopprys dienooreenkomstig verhoog. Die suksesvolle applikante om enige van die hoewes, wat heeltemal of gedeeltelik omhein is, moet ooreenkomstig die Omheiningswet, 1912, of wysigings daarvan, aanspreeklikheid aanvaar vir enige bedrae wat deur die eienaars van aangrensende plase kragtens genoemde Wet geëis word.

Opmetings.—Indien dit ooit noodsaaklik blyk om die hoewe opnuut op te meet of 'n sertifikaat van gewysigde titel uit te neem weens foute in die bestaande opmeting moet alle koste van so'n opmeting of sertifikaat deur die huurder gedra word. Indien dit blyk dat die hoewe groter is as in hierdie kennisgewing vermeld, kom die voordeel daarvan aan die huurder toe sonder dat die koopprys van die hoewe verhoog word; blyk dit daarenteen dat die grond kleiner is as in hierdie kennisgewing vermeld, moet die huurder dit aanvaar sonder vermindering van die koopprys en in so'n geval het hy, ten opsigte daarvan, geen eis teen die Regering nie. Perseel No. 91, waarop Hoewes Nos. 5 en 6 geleë is, moet nog opgemeet word om twee hoewes uit te maak. Die kooppryse is bereken op die geskatte groottes en sluit in bedrae wat ongeveer die koste van opmeting sal dek. Die departement behou hom derhalwe die reg voor om die kooppryse, huurgelde en paaiemente ten aansien van hierdie twee hoewes te wysig sodra die opmeting daarvan voltooi is en die werklike groottes en opmetingskoste bekend is.

Algemeen.—In geval van ongelukke waarby persone of vee betrokke is, en wat plaasvind as gevolg van die bestaan van skagte, tonnens en ander omstandighede geskep deur prospekter- en mynwerkzaamhede verrig voor die datum van die aanvang van die huurkontrak, is die huurder nie geregtig tot vergoeding van die kant van die Regering of die prospekterder of die kleimhouer nie.

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

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

GENERAL CONDITIONS.

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

Rentals—

First and second years: Nil.

Third year: 2 per cent. per annum.

Fourth and fifth years: $3\frac{1}{2}$ per cent. per annum.

In the event of extension of lease after five years: $3\frac{1}{2}$ per cent.

In the event of the option of conditional purchase being exercised the purchase price will become payable in 65 equal yearly instalments, which include capital and interest, the latter being calculated at the rate of $3\frac{1}{2}$ per cent.

Issue of Crown Grants.—If not less than ten years have expired since the date of commencement of a lease and the lessee has complied in all respects with such provisions of the Land Settlement Act, 1912, and Amending Acts, as are applicable to him, and with the terms and conditions of the lease, he shall be entitled to a Crown Grant.

A Crown Grant of a holding may, in special circumstances, with the approval of the Governor-General, be issued before the expiry of a period of ten years from the date of commencement of a lease.

Fencing.—In the event of the Government being required, in terms of the Fencing Act, 1912 (Act No. 17 of 1912), or any amendment thereof, to contribute towards the cost of fencing the boundaries, or any part thereof, of any of the holdings advertised in this notice, or to accept liability for the payment of such contribution prior to the registration of the lease, the successful applicant shall, on allotment being made to him, assume liability for the payment of such contribution. The amount of such contribution shall be paid by him to the Government in cash, or at his option may be added to the purchase price of the holding, in which case the rental payments on the purchase price shall be increased accordingly. The successful applicants for any of the holdings on which the boundaries or part thereof are fenced shall accept liability under the Fencing Act, 1912, or any amendment thereof, for any amounts which may be claimed by adjoining owners in terms of the said Act.

Surveys.—Should it at any time be found necessary to resurvey a holding, or take out a certificate of amended title, owing to errors in the existing survey, all costs incidental to such survey or certificate of amended title must be borne by the lessee. Should it be found that the holding is of greater extent than that stated in this notice the lessee shall benefit thereby, without any increase of purchase price being made; on the other hand, should the area be found to be less than that stated in this notice, the lessee shall accept such lesser area without reduction of the purchase price, and no claim against the Government will exist in respect of any reduced area. Plot No. 91 on which Holdings Nos. 5 and 6 are situated, has still to be surveyed to form two holdings. The purchase prices of these two holdings have been calculated on the approximate areas and include amounts representing the approximate costs of survey. The Department, therefore, reserves the right to amend the purchase prices, rentals and instalments in respect of these two holdings when the survey is completed and the actual areas and costs of survey are known.

Miscellaneous.—In the case of accidents to persons or cattle connected 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.

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 therein.

Applikante word aangeraai om die hoewes persoonlik te besigtig alvorens aansoek daarom te doen. Landrade is by die oorweging van aansoeke in die reël nie geneig om aan te beveel dat toekennings gemaak 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 Regering staan geen spoorweg- of ander vervoerkoncessies in verband met die besigtiging van hoewes toe nie.

Applicants are recommended to inspect the holdings personally before formally applying therefor. In considering applications, 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.

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