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20 AUGUST

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

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN LANDE.

★ No. 1730.] [20 Augustus 1954.

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

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 1 Oktober 1954 verstryk), kan daar by die kantoor van die Provinsiale Verteenwoordiger, Departement van Lande, Kaapstad, en die Sekretaris van Lande, Pretoria, aansoek gedoen word om die toekenning van ondergenoemdes hoewes volgens huurkontrak vir 'n termyn van vyf (5) jaar, met die reg om die grond te eniger tyd gedurende die termyn van die huurkontrak of by verstryking daarvan aan te koop op voordelike koop-huurkontrak wat oor 'n tydperk van vyf-en-sestig (65) jaar strek, ooreenkomstig en behoudens die bepalinge van die Kroongrond Nederzettinge Wet, 1912, en wysigingswette en regulasies ingevolge daarvan afgekondig.

Die Goewerment behou hom die reg voor om een of meer van al die hoewes wat in hierdie kennisgewing vir toekenning aangebied word, te eniger tyd terug te trek.

Alle aansoeke om Hoewes Nos. 1 tot 15 moet gestuur word aan die Sekretaris van Lande, Uniegebou, Pretoria, en om Hoewe No. 16 aan die Provinsiale Verteenwoordiger, Departement van Lande, Kaapstad, op die voorgeskrewe vorms wat verkrygbaar is by bogenoemde adresse, by die Magistrate van die afdelings waarin die hoewes geleë is of by Inspekteurs van Lande in wie se inspeksieafdelings die hoewes val.

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LANDS.

★ No. 1730.] [20 August 1954.

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

Applications will be received at the offices of the Provincial Representative, Department of Lands, Cape Town, and the Secretary for Lands, Pretoria, from a period of six weeks from the date of the first publication of this notice (thus expiring on the 1st October, 1954), for the undermentioned holdings, to be disposed of on lease, for a period of five (5) years, with the option of acquiring the land at any time during the currency of the lease, or at the expiration thereof on terms of Conditional Purchase Lease extending over a period of sixty-five (65) years, under and subject to the provisions of the Land Settlement Act, 1912, and amending Acts, and any regulations published thereunder.

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 Holdings Nos. 1 to 15 must be forwarded to the Secretary for Lands, Union Buildings, Pretoria, and applications for Holding No. 16 must be forwarded to the Provincial Representative, Department of Lands, Cape Town, on the prescribed forms which are obtainable from the above-mentioned addresses, from the Magistrates of the Divisions in which the holdings are situated or from the Inspectors of Lands of the inspectorates in which the holdings are located.

PROVINSIE/PROVINCE TRANSWAAL.

DISTRIK/DISTRICT CHRISTIANA.

Hoewe No. Holding No.	HOEWES BESKIKBAAR.		HOLDINGS FOR DISPOSAL.		Grootte. Area.		Koop- prys. Purchase Price.	Huur gedurende huurtermyn, 1ste en 2de jaar, niks. Rental during Lease Period, 1st and 2nd Years, Nil.		Jaarlikse paaieimente van koopprys (rente inbegrepe). Yearly Purchase Instalments (including Interest).
	Naam, nommer en distrik.	Name, Number and District.	Morg. Morgen.	Vk. roedes. Sq. Roods.	3de jaar, jaarlikse huur. 3rd Year, Yearly Rental.	4de en 5de jaar, jaarlikse huur. 4th and 5th Year, Yearly Rental.				
1	Gedeelte A van die plaas	Portion A of the farm	946	410	£ 3,125	£ s. d. 62 10 0	£ s. d. 148 8 9	£ s. d. 154 19 10		
	DIAMANTVLAKTE NO. 18									

DISTRIK/DISTRICT WATERBERG.

Heewe No. Holding No.	HOEWES BESKIKBAAR.	HOLDINGS FOR DISPOSAL.	Grootte.	Koop- prys.	Huur gedurende huurtermyn, 1ste en 2de jaar, niks. <i>Rental during Lease Period, 1st and 2nd Years, Nil.</i>		Jaarlikse paaierente van koopprys (rente inbegrepe). <i>Yearly Purchase Instalments (including Interest).</i>
	Naam, nommer en distrik.	Name, Number and District.	Area.	Purchase Price.	3de jaar, jaarlikse huur. <i>3rd Year Yearly Rental.</i>	4de en 5de jaar, jaarlikse huur. <i>4th and 5th Years, Yearly Rental</i>	
			Morg. Morgen.				

DISTRIK/DISTRICT BRITS.

HARTBEESPOORT-NEDERSETTING/SETTLEMENT.

2	Die resterende gedeelte van Perseel No. 451 van die plaas KAMEELDRIFT No. 50	The remaining extent of Plot No. 451 of the farm	82-6479	—	1,851	37 12 5	89 6 11	93 5 10
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DISTRIK/DISTRICT POTGIETERSRUS

3	Die onopgemete noordelike helfte van die plaas CALIFORNIA No. 231 soos by benadering aange- dui deur die figuur geletter CDEJIC en gemerk A op die bygaande skets van die plaas	The unsurveyed northern half of the farm No. 231 as indicated approximately by the figure lettered CDEJIC and marked A on the appended sketch of the farm	± 1,030	486	3,247	32 9 5 1%	32 9 5 1%	67 13 10 1%
4	Die onopgemete suidelike helfte van die plaas CALIFORNIA No. 231 soos by benadering aange- dui deur die figuur geletter EFGHIJ en gemerk B op die bygaande skets van die plaas	The unsurveyed southern half of the farm No. 231 as indicated approximately by the figure lettered EFGHIJ and marked B on the appended sketch of the farm	± 1,030	486	3,373	33 14 7 1%	33 14 7 1%	70 6 5 1%

Ondergenoemde hoewes bestaan uit onderverdelings van die plaas DIAMANT No. 1394 (wat die plase MATLABASFONTEIN No. 229, RHENOSTERFONTEIN No. 286, RIETVLEY No. 285, TYGERFONTEIN No. 230, WELGEVONDEN No. 284 en WILDEBEESTFONTEIN No. 297, bekend as „DIAMOND V RANCH”, verenig).

Undermentioned holdings comprise subdivisions of the farm DIAMANT No. 1394 (consolidating the farms MATLABASFONTEIN No. 229, RHENOSTERFONTEIN No. 286, RIETVLEY No. 285, TYGERFONTEIN No. 230, WELGEVONDEN No. 284 and WILDEBEESTFONTEIN No. 297, known as “DIAMOND V RANCH”).

			£	£ s. d.	£ s. d.	£ s. d.
5	Gedeelte 3.....	Portion 3.....	1,000-0000	5,355	107 2 0	254 7 3
6	Gedeelte 6.....	Portion 6.....	1,196-9504	4,438	88 15 2	210 16 1
7	Gedeelte 10.....	Portion 10.....	1,050-0000	4,370	87 8 0	207 11 6
8	Gedeelte 11.....	Portion 11.....	1,050-0000	3,835	76 14 0	182 3 3
9	Gedeelte 12.....	Portion 12.....	1,120-0000	5,040	100 16 0	239 8 0
10	Gedeelte 13.....	Portion 13.....	1,390-9531	3,420	68 8 0	162 9 0
11	Gedeelte 14.....	Portion 14.....	1,164-3289	4,266	85 6 5	202 12 9
12	Gedeelte 15.....	Portion 15.....	1,458-0000	4,200	84 0 0	199 10 0
13	Gedeelte 16.....	Portion 16.....	1,489-0000	4,238	84 15 2	201 6 1
14	Gedeelte 17.....	Portion 17.....	1,150-0000	4,030	80 12 0	191 8 6
15	Gedeelte 18.....	Portion 18.....	1,700-0000	3,650	73 0 0	173 7 6

KAAPPROVINSIE/CAPE PROVINCE.

AFDELING/DIVISION GORDONIA.

16	Die plaas	The farm VOORLOPER	8,995-3239	3,944	39 8 10 1%	39 8 10 1%	82 4 6 1%
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BESKRYWING VAN HOEWES.

Die afstand van die hoewes van die naaste dorp of spoorwegstasie, soos hieronder aangegee, is slegs volgens skatting.

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

Hoewe No. 1.—Ongeveer 20 myl suidwes van die dorp en spoorwegstasie Christiana en 7 myl noord van die spoorwegstasie Veertien Strome geleë.

Verbeterings: Woonhuis, twee boorgate, twee windpompe en dam, klipdam, buitegebou, put, klipkraal en sekere omheining.

Watervoorsiening: Twee boorgate en windpompe.

Algemeen: Geskik vir skape, beeste, mielies, kafferkoring, grondboontjies. Die weiding bestaan uit soetgras met inheemse bosse.

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

Gemiddelde reënval: 18 duim per jaar.

Serwituut:

(1) Onderworpe aan 'n serwituut van uitspanning groot 1/75ste van 1,893 morg 221 vierkante roedes.

(2) 1/4de aandeel in die mineraalregte is aan 'n derde party voorbehou soos vollediger sal blyk uit Sessie van Mineraleregte No. 291/42 R.M.

Hoewe No. 2.—Ongeveer 19 myl noord van die dorp en spoorwegstasie Brits geleë, aan die grootpad na Beestekraal; Coronaspoorwegstasie is aan die hoewe geleë en daar is ook 'n skoolbushalte.

Verbeterings: Buitegebou, sekere omheining en ongeveer 15 morg lande ontbos.

Algemeen: Geskik vir beeste, tabak, sitrus en vrugtebome, groente, mielies en vir koring vir wisselbou. Daar is ongeveer 30 morg bewerkbare grond.

Reënval: 20 duim per jaar (gemiddeld).

Opmerkings: Die aangrensende dipbak- en handelsterrein maak nie deel van die hoewe uit nie.

Watervoorsiening: Die Krokodilrivier vorm een grens van die hoewe. Die hoewe is verder ingelys vir water vir 15 morg grond uit die Hartbeespoortdam. Water vir besproeiingsdoeleindes word verskaf deur die Departement van Besproeiing, aan wie waterbelasting betaalbaar is. Die Goewerment waarborg egter nie die watertoevoer nie en is nie verantwoordelik vir enige verlies of skade van watter aard ookal wat gely mag word as gevolg van 'n tekort aan of die afkeer van water, deursyfering of oorstroming wat ookal die oorsaak mag wees nie.

Besproeibare gebied: Op die hoewe is daar 'n besproeibare gebied, maar die Goewerment waarborg nie die grootte daarvan nie, of dat water daarvoor deur die Besproeiingsdepartement toegestaan sal word nie.

Weiding: Die suksesvolle applikant sal geregtig wees op weiding vir vee op die gemeenskaplike weiding van die Kameeldrift-Oos-nedersetting, wat onder die beheer van die Komitee van Beheer val. Die getal vee word deur gemelde Komitee van Beheer bepaal.

Bewoning: Die huurkontrak wat uitgereik sal word, sal 'n voorwaarde bevat dat die huurder die hoewe persoonlik en op nuttige wyse moet bewoon binne drie maande na die datum van toekenning en daarna vir minstens tien maande in elke kalenderjaar. Okkupasie kan onmiddellik na toekenning toegestaan word tensy daar in die toekenningsbrief anders bepaal word. Die tydelike huurder sal die reg hê om sy gesaides te versorg en af te oes.

Komitee van Beheer: 'n Komitee van Beheer is 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. 1479 van 4 Julie 1952 ingestel en die reëls van die Komitee van Beheer is op die suksesvolle applikant van toepassing.

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 type of farming for which the holdings are suitable, are based on inspection reports and applicants should satisfy themselves as to the correctness of the information furnished.

Holding No. 1.—Situate approximately 20 miles south-west of Christiana Township and Railway Station and 7 miles north of Fourteen Streams Railway Station.

Improvements: Dwelling-house, two boreholes, two windmills and a dam, stone dam, outbuilding, well, stone kraal and certain fencing.

Water supply: Two boreholes and windmills.

General: Suitable for sheep, cattle, maize, kaffircorn, peanuts. The grazing consists of sweet grass with indigenous bushes.

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

Average rainfall: 18 inches per annum.

Servitude:

(1) Subject to a servitude of outspan, in extent 1/75th of 1,893 morgen 221 square roods.

(2) 1/4th share in the mineral rights are reserved in favour of a third party as will more fully appear from Cession of Mineral Rights No. 291/42 R.M.

Holding No. 2.—Situate approximately 19 miles north of Brits Township and Railway Station, on the main road to Beestekraal; Corona Siding adjoins the holding and there is also a school bus stop.

Improvements: Outbuilding, certain fencing and approximately 15 morgen land cleared.

General: Suitable for cattle, tobacco, citrus and fruit trees, vegetables, mealies and for wheat as a rotation crop. Approximately 30 morgen can be cultivated.

Rainfall: 20 inches per annum (average).

Remarks: The adjoining dipping tank area and the trading site do not form part of the holding.

Water supply: The Crocodile River forms one boundary of the holding. The holding is further scheduled for 15 morgen of land for water from the Hartbeespoort Dam. 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 area: There is an irrigable area on the holding, but the Government does not guarantee the extent thereof, nor that the Irrigation Department will supply water for the area.

Grazing: The successful applicant will be entitled to grazing for stock on the communal grazing area of the Kameeldrift East settlement, which falls under the control of the Committee of Management. The number of stock is determined by the said Committee.

Occupation: The lease to be issued will contain a condition to the effect that the lessee shall personally and beneficially occupy the holding within three months from the date of allotment and thereafter for at least ten months in every calendar year. Occupation can be granted immediately upon allotment, unless other provision be made in the letter of allotment. The temporary lessee shall have the right to tend and reap his crops.

Committee of Management: A Committee of Management has in terms of section forty-six (1) (d) of the Land Settlement Act, No. 12 of 1912, as amended, and the regulations published by Government Notice No. 1479 of 4th July, 1952, been established and the rules of the Committee of Management shall be applicable to the successful applicant.

Die Komitee 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 brûe 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 nedersetting, behalwe die grensheining van die verskillende hoewes toegeken kragtens die Kroongrond Nederzetting Wet, waarvoor die betrokke huurders of eienaars verantwoordelik sal wees;
- (c) die bestuur en instandhouding van dipbakke wat op die nedersetting 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 gemeenskaplike weiveld, sonder die toestemming van die Minister van Lande afgekap of beskadig mag word nie.

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

SPESIALE VOORWAARDES.

Spesiale voorwaardes sal in die voorgestelde huurkontrak en in die daaropvolgende Kroongrondbrief opgeneem word waarvolgens—

- (a) die hoewe onderworpe gemaak word aan die serwitute en voorwaardes wat voorkom of vermeld word in die eiendomsbewyse waarkragtens die Goewerment die grond hou;
- (b) die Goewerment die reg sal hê om teen betaling van skadevergoeding die 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 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 deur of die Goewerment of 'n derde party behou word, soos bepaal in die eiendomsbewys waarkragtens die Goewerment die grond hou;
- (e) die hoewe 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 Goewerment 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, pylleidings, kanale en afvoerslote op die hoewes op te rig en aan te lê, en hulle daardeur en daarvoor te lei, in die belang van die

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

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

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

SPECIAL CONDITIONS.

Special conditions will be inserted in the lease which it is proposed to issue and in the Crown 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;
- (b) the Government shall have the right to resume the whole or a portion of the 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 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 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 holding 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 holding, and to erect and construct telegraph and telephone lines, roads, railways, water-furrows, pipe-lines, canals, and drains upon and conduct the

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 dit by Wet anders bepaal word) aan die huurder van die bedrag geld, by wyse van vergoeding vir verlies of skade wat werklik gely mag wees, waaromtrent onderling tussen die Goewerment en die huurder ooreengekom mag word;

- (g) die huurkontrak wat aan die suksesvolle applikant uitgereik sal word, verder die voorwaardes bevat wat gewoonlik by die huurkontrakte van howes op genoemde nedersetting ingelyf word.

Hoewe No. 3.—Ongeveer 92 myl noord van die dorp en spoorwegstasie Potgietersrus geleë.

Verbeterings: Boorgat en sekere omheining.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir grootvee, grondboontjies, mielies en kafferkoring. Die weiding bestaan uit soegras met bosveldbome.

Drakrag: 7 morg per stuk grootvee.

Gemiddelde reënval: 13 duim per jaar. Geleë in 'n Malariastreek.

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

Hoewe No. 4.—Ongeveer 92 myl noord van die dorp en spoorwegstasie Potgietersrus geleë.

Verbeterings: Boorgat en sekere omheining.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir grootvee, grondboontjies, mielies en kafferkoring. Die weiding bestaan uit soetgras met bosveldbome.

Drakrag: 7 morg per stuk grootvee.

Gemiddelde reënval: 13 duim per jaar. Geleë in 'n Malariastreek.

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

SPESIALE OPMERKINGS.

Howes Nos. 3 en 4.

(a) Die verdelingsopmeting van hierdie plaas is nog nie afgehandel nie en indien dit, na ontvangs van die kaarte, sou blyk dat die hoewe groter is as in die kennisgewing gemeld, sal die suksesvolle applikant voordeel daaruit trek sonder dat die koopprys daarvan verhoog word; blyk dit aan die ander kant dat die hoewe kleiner is as in die kennisgewing gemeld, moet die suksesvolle applikant die hoewe sonder vermindering van die koopprys aanvaar en geen eis teen die Goewerment ten opsigte daarvan dat die hoewe kleiner is, sal erken word nie.

(b) Sodra die opmetingskoste bekend is, sal die bedrag ten opsigte van elke hoewe by die koopprys daarvan gevoeg word as gevolg waarvan die kooppryse, jaarlikse huur en paalemente dienooreenkomstig verhoog sal word.

Howes Nos. 5 tot 15 is ongeveer 40 tot 50 myl noordoos van die spoorwegstasies Thabazimbi en Vaalwater en 80 tot 90 myl noordwes van die dorp en spoorwegstasie Nylstroom geleë.

Hoewe No. 5.

Verbeterings: Woonhuis, boorgat met windpomp, Lister-enjin en kragkop, twee suipbakke, twee sinkdamme, enjinhuis, beesdip met krale, stoorkamer en sekere omheining.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir beesboerdery, grondboontjies en kafferboontjies. Weiding bestaan uit soetgras met bosveldbome.

Drakrag: 7 tot 8 morg per stuk grootvee.

Gemiddelde reënval: 20 duim per jaar.

Serwituut:

(1) Mag onderworpe wees aan 'n serwituut van uitspanning.

(2) Die mineraal- en ondergeskikte regte is gedeeltelik ten gunste van 'n derde party voorbehou.

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 lease to be issued to the successful applicant will further contain such conditions as are usually embodied in leases of holdings on the said settlement.

Holding No. 3.—Situate approximately 92 miles north of Potgietersrus Township and Railway Station.

Improvements: Borehole and certain fencing.

Water supply: Borehole.

General: Suitable for large stock, peanuts, maize and kaffir-corn. The grazing consists of sweet grass with bushveld trees.

Carrying capacity: 7 morgen per head of large stock.

Average rainfall: 13 inches per annum. Situate in a Malaria area.

Servitude: May be subject to a servitude of outspan.

Holding No. 4.—Situate approximately 92 miles north of Potgietersrus Township and Railway Station.

Improvements: Borehole and certain fencing.

Water supply: Borehole.

General: Suitable for large stock, peanuts, maize and kaffir-corn. The grazing consists of sweet grass with bushveld trees.

Carrying capacity: 7 morgen per head of large stock.

Average rainfall: 13 inches per annum. Situate in a Malaria area.

Servitude: May be subject to a servitude of outspan.

SPECIAL REMARKS.

Holdings Nos. 3 and 4.

(a) The subdivisional survey of this farm has not yet been completed and if, after the diagrams have been received, it is found that the holding is larger than indicated in the notice, the successful applicant will benefit without any increase in the purchase price being made. If, on the other hand the area is found to be less than that stated in this notice, the successful applicant must accept it without any reduction in the purchase price and no claim against the Government in respect of any reduced area will be recognised.

(b) As soon as the costs of the survey are known the amount in respect of each holding will be added to the purchase price thereof as a result whereof the purchase price, yearly rental and instalments will be increased accordingly.

Holdings Nos. 5 to 15 are situate approximately 40 to 50 miles north-east of Thabazimbi and Vaalwater Railway Stations and 80 to 90 miles north-west of Nylstroom Township and Railway Station.

Holding No. 5.

Improvements: Dwelling-house, borehole with wind-mill, Lister engine and powerhead, two drinking troughs, two corrugated iron reservoirs, engine room, cattle dipping tank with kraals, storeroom and certain fencing.

Water supply: Borehole.

General: Suitable for cattle, peanuts and kaffir-beans. Grazing consists of sweet grass with bushveld trees.

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

Average rainfall: 20 inches per annum.

Servitudes:

(1) May be subject to a servitude of outspan.

(2) The mineral and ancillary rights are partly reserved in favour of a third party.

SPESIALE OPMERKING.

Hoewe No. 5.

Al die binneheinings op hierdie hoewe (nl. Gedeelte No. 3 van die plaas) en Gedeeltes Nos. 1 en 2 van die plaas, sal onder toesig van die Inspekteur van Lande, Nylstroom, in gelyke dele tussen die drie suksesvolle applikante verdeel word vir gebruik op hulle onderskeie hoewes.

Hoewe No. 6.

Verbeterings: Boorgat met windpomp, enjin en kragkop, suipbak, sinkdam, gronddam en sekere omheining.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir beeste, grondboontjies en kafferboontjies.

Weiding bestaan uit soet- en suurgras met bosveldbome. Gifblaar kom voor.

Drakrag: 10 tot 12 morg per stuk grootvee.

Gemiddelde reënval: 20 duim per jaar.

Serwitude:

(1) Mag onderworpe wees aan 'n serwituut van uitspanning.

(2) Die mineraal- en ondergeskikte regte is ten gunste van 'n derde party voorbehou.

SPESIALE OPMERKING.

Hoewe No. 6.

Al die binneheinings op hierdie hoewe (nl. Gedeelte No. 6 van die plaas) en Gedeeltes Nos. 4, 5 en 7 van die plaas, sal onder toesig van die Inspekteur van Lande, Nylstroom, in gelyke dele tussen die vier suksesvolle applikante verdeel word vir gebruik op hulle onderskeie hoewes.

Hoewe No. 7.

Verbeterings: Boorgat, Lister-enjin, pompkop met enjinhuis, 2 suipbakke, sinkdam, beesdip met krale en sekere omheinings.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir beeste, grondboontjies en kafferboontjies. Weiding bestaan uit soet- en suurgras met bosveldbome. Gifblaar kom voor.

Drakrag: 7 tot 8 morg per stuk grootvee.

Gemiddelde reënval: 20 duim per jaar.

Serwitude:

(1) Mag onderworpe wees aan 'n serwituut van uitspanning.

(2) Die mineraal- en ondergeskikte regte is ten gunste van 'n derde party voorbehou.

SPESIALE OPMERKING.

Hoewe No. 7.

Al die binneheinings op hierdie hoewe (nl. Gedeelte No. 10 van die plaas) en Gedeeltes Nos. 8 en 9 van die plaas sal onder toesig van die Inspekteur van Lande, Nylstroom, in gelyke dele tussen die drie suksesvolle applikante verdeel word vir gebruik op hulle onderskeie hoewes.

Hoewe No. 8.

Verbeterings: Sekere omheining.

Watervoorsiening: Mampasrivier.

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

Drakrag: 7 tot 8 morg per stuk grootvee.

Gemiddelde reënval: 20 duim per jaar.

SPECIAL REMARK.

Holding No. 5.

All the internal fencing on this holding (viz. Portion No. 3 of the farm) and Portions Nos. 1 and 2 of the farm will be divided amongst the three successful applicants in equal shares under supervision of the Inspector of Lands, Nylstroom, for use on their respective holdings.

Holding No. 6.

Improvements: Borehole with windmill, engine and powerhead, drinking trough, corrugated iron reservoir, earth dam and certain fencing.

Water supply: Borehole.

General: Suitable for cattle, peanuts and kaffir-beans. Grazing consists of sweet and sour grass with bushveld trees. "Gifblaar" occurs.

Carrying capacity: 10 to 12 morgen per head of large stock.

Average rainfall: 20 inches per annum.

Servitudes:

(1) May be subject to a servitude of outspan.

(2) The mineral and ancillary rights are reserved in favour of a third party.

SPECIAL REMARK.

Holding No. 6.

All the internal fencing on this holding (viz. Portion No. 6 of the farm) and Portions Nos. 4, 5 and 7 of the farm will be divided amongst the four successful applicants in equal shares under supervision of the Inspector of Lands, Nylstroom, for use on their respective holdings.

Holding No. 7.

Improvements: Borehole, Lister engine, power head with engineroom, 2 drinking troughs, corrugated iron reservoir, cattle dipping tank with kraals and certain fencing.

Water supply: Borehole.

General: Suitable for cattle, peanuts and kaffir-beans. Grazing consists of sweet and sour grass, with bushveld trees. "Gifblaar" occurs.

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

Average Rainfall: 20 inches per annum.

Servitudes:

(1) May be subject to a servitude of outspan.

(2) The mineral and ancillary rights are reserved in favour of a third party.

SPECIAL REMARK.

Holding No. 7.

All the internal fencing on this holding (viz. Portion No. 10 of the farm) and Portions Nos. 8 and 9 of the farm will be divided in equal shares amongst the three successful applicants under the supervision of the Inspector of Lands, Nylstroom, for use on their respective holdings.

Holding No. 8.

Improvements: Certain fencing.

Water supply: Mampas River.

General: Suitable for cattle, peanuts and kaffir-beans. Grazing consists of sweet grass with bushveld trees.

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

Serwitute:

- (1) Mag onderworpe wees aan 'n serwituut van uitspanning.
- (2) Die mineraal- en ondergeskikte regte is ten gunste van 'n derde party voorbehou.

Hoewe No. 9.

Verbeterings: Woonhuis, motorhuis, sinkdam, rondawelhuis, twee gemakhuises, boorgat, windpomp, International-enjin met kragkop, suipbak en sekere omheining.

Watervoorsiening: Mampasrivier en boorgat.

Algemeen: Geskik vir beeste, grondboontjies en kaffer-boontjies. Weiding bestaan uit soetgras met bosveld-bome.

Drakrag: 7 tot 8 morg per stuk grootvee.

Gemiddelde reënval: 20 duim per jaar.

Serwitute:

- (1) Mag onderworpe wees aan 'n serwituut van uitspanning.
- (2) Die mineraal- en ondergeskikte regte is ten gunste van 'n derde party voorbehou.

Hoewe No. 10.

Verbeterings: Beesdip met krale en drukgang en sekere omheining.

Watervoorsiening: Mampasrivier.

Algemeen: Geskik vir beeste, grondboontjies en kaffer-boontjies. Weiding bestaan uit soet- en suurgras met bosveldbome. Gifblaar kom voor.

Drakrag: 10 tot 12 morg per stuk grootvee.

Gemiddelde reënval: 20 duim per jaar.

Serwitute:

- (1) Mag onderworpe wees aan 'n serwituut van uitspanning.
- (2) Die mineraal- en ondergeskikte regte is ten gunste van 'n derde party voorbehou.

SPECIALE OPMERKING.**Hoewes Nos. 8, 9 en 10.**

Al die binneheining op hierdie drie hoewes sal onder toesig van die Inspekteur van Lande, Nylstroom, in gelyke dele tussen die drie suksesvolle applikante verdeel word vir gebruik op hulle onderskeie hoewes.

Hoewe No. 11.

Verbeterings: Sekere omheining.

Watervoorsiening: Mampasrivier en Klein-Mampasrivier.

Algemeen: Geskik vir beeste, grondboontjies en kaffer-boontjies. Weiding bestaan uit soetgras met bosveld-bome.

Drakrag: 7 tot 8 morg per stuk grootvee.

Gemiddelde reënval: 20 duim per jaar.

Serwitute:

- (1) Mag onderworpe wees aan 'n serwituut van uitspanning.
- (2) Die mineraal- en ondergeskikte regte is ten gunste van 'n derde party voorbehou.

Hoewe No. 12.

Verbeterings: Sekere omheining.

Watervoorsiening: Mampasrivier en Klein-Mampasrivier.

Algemeen: Geskik vir beeste, grondboontjies en kaffer-boontjies. Weiding bestaan uit soet- en suurgras met bosveldbome. Gifblaar kom voor.

Drakrag: 10 tot 12 morg per stuk grootvee.

Gemiddelde reënval: 20 duim per jaar.

Average rainfall: 20 inches per annum.

Servitudes:

- (1) May be subject to a servitude of outspan.
- (2) The mineral and ancillary rights are reserved in favour of a third party.

Holding No. 9.

Improvements: Dwelling-house, garage, corrugated iron reservoir, rondavel house, two lavatories, borehole, wind-mill, International engine with power head, drinking trough and certain fencing.

Water supply: Mampas River and borehole.

General: Suitable for cattle, peanuts and kaffir-beans. Grazing consists of sweet grass with bushveld trees.

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

Average rainfall: 20 inches per annum.

Servitudes:

- (1) May be subject to a servitude of outspan.
- (2) The mineral and ancillary rights are reserved in favour of a third party.

Holding No. 10.

Improvements: Cattle dipping tanks with kraals and crush and certain fencing.

Water supply: Mampas River.

General: Suitable for cattle, peanuts and kaffir-beans. Grazing consists of sweet and sour grass with bushveld trees. "Gifblaar" occurs.

Carrying capacity: 10 to 12 morgen per head of large stock.

Average rainfall: 20 inches per annum.

Servitudes:

- (1) May be subject to a servitude of outspan.
- (2) The mineral and ancillary rights are reserved in favour of a third party.

SPECIAL REMARK.**Holdings Nos. 8, 9 and 10.**

All the internal fencing on these three holdings will be divided amongst the three successful applicants in equal shares under supervision of the Inspector of Lands, Nylstroom, for use on their respective holdings.

Holding No. 11.

Improvements: Certain fencing.

Water supply: Mampas River and Klein Mampas River.

General: Suitable for cattle, peanuts and kaffir-beans. Grazing consists of sweet grass with bushveld trees.

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

Average rainfall: 20 inches per annum.

Servitudes:

- (1) May be subject to a servitude of outspan.
- (2) The mineral and ancillary rights are reserved in favour of a third party.

Holding No. 12.

Improvements: Certain fencing.

Water supply: Mampas River and Klein Mampas River.

General: Suitable for cattle, peanuts and kaffir-beans. Grazing consists of sweet and sour grass with bushveld trees. "Gifblaar" occurs.

Carrying Capacity: 10 to 12 morgen per head of large stock.

Average rainfall: 20 inches per annum.

Serwitude:

- (1) Mag onderworpe wees aan 'n serwituut van uitspanning.
 (2) Die mineraal- en ondergeskikte regte is ten gunste van 'n derde party voorbehou.

Hoewe No. 13.

Verbeterings: Boorgat, windpomp, sinkdam, 2 ronde suipbakke, gronddam in Klein-Mampasrivier en sekere omheining.

Watervoorsiening: Klein-Mampasrivier en boorgat.

Algemeen: Geskik vir beeste, grondboontjies en kafferboontjies. Weiding bestaan uit soet- en suurgras met bosveldbome. Gifblaar kom voor.

Drakrag: 10 tot 12 morge per stuk grootvee.

Gemiddelde reënval: 20 duim per jaar.

Serwitude:

- (1) Mag onderworpe wees aan 'n serwituut van uitspanning.
 (2) Die mineraal- en ondergeskikte regte is ten gunste van 'n derde party voorbehou.

SPECIALE OPMERKING.**Hoewes Nos. 11, 12 en 13.**

Al die binneheinings op hierdie drie hoewes sal onder toesig van die Inspekteur van Lande, Nylstroom, in gelyke dele tussen die drie suksesvolle applikante verdeel word vir gebruik op hulle onderskeie hoewes.

Hoewe No. 14.

Verbeterings: Boorgat met enjin en kragkop, 2 suipbakke, sinkdam, beesdip met krale, enjinhuis, sekere omheining.

Watervoorsiening: Boorgat.

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

Drakrag: 7 tot 8 morge per stuk grootvee.

Gemiddelde reënval: 20 duim per jaar.

Serwitude:

- (1) Mag onderworpe wees aan 'n serwituut van uitspanning.
 (2) Die mineraal- en ondergeskikte regte is ten gunste van 'n derde party voorbehou.

Hoewe No. 15.

Verbeterings: Gronddam met pyp uit fontein, suipbak en sekere omheining.

Watervoorsiening: Klein-Mampasrivier en gronddam onder fontein.

Algemeen: Geskik vir beeste, grondboontjies en kafferboontjies. Weiding bestaan uit soet- en suurgras met bosveldbome. Gifblaar kom voor.

Drakrag: 10 tot 12 morg per stuk grootvee.

Gemiddelde reënval: 20 duim per jaar.

Serwitude:

- (1) Mag onderworpe wees aan 'n serwituut van uitspanning.
 (2) Die mineraal- en ondergeskikte regte is ten gunste van 'n derde party voorbehou.

SPECIALE OPMERKING.**Hoewes Nos. 14 en 15.**

Al die binneheinings op hierdie twee hoewes (nl. Gedeeltes Nos. 17 en 18 van die plaas) en Gedeelte No. 19 van die plaas, sal onder toesig van die Inspekteur van Lande, Nylstroom, in gelyke dele tussen die drie suksesvolle applikante verdeel word vir gebruik op hulle onderskeie hoewes.

Servitudes:

- (1) May be subject to a servitude of outspan.
 (2) The mineral and ancillary rights are reserved in favour of a third party.

Holding No. 13.

Improvements: Borehole, windmill, corrugated iron reservoir, 2 circular drinking troughs, earth dam in Klein Mampas River and certain fencing.

Water supply: Klein Mampas River and borehole.

General: Suitable for cattle, peanuts and kaffir-beans. Grazing consists of sweet and sour grass with bushveld trees. "Gifblaar" occurs.

Carrying capacity: 10 to 12 morgen per head of large stock.

Average rainfall: 20 inches per annum.

Servitudes:

- (1) May be subject to a servitude of outspan.
 (2) The mineral and ancillary rights are reserved in favour of a third party.

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

All the internal fencing on these three holdings will be divided amongst the three successful applicants in equal shares under supervision of the Inspector of Lands, Nylstroom, for use on their respective holdings.

Holding No. 14.

Improvements: Borehole with engine and power head, 2 drinking troughs, corrugated iron reservoir, cattle dipping tank with kraals, engineroom, and certain fencing.

Water supply: Borehole.

General: Suitable for cattle, peanuts and kaffir-beans. Grazing consists of sweet grass with bushveld trees.

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

Average rainfall: 20 inches per annum.

Servitudes:

- (1) May be subject to a servitude of outspan.
 (2) The mineral and ancillary rights are reserved in favour of a third party.

Holding No. 15.

Improvements: Earth dam with pipe from fountain, drinking trough and certain fencing.

Water supply: Klein Mampas River and earth dam beneath fountain.

General: Suitable for cattle, peanuts, and kaffir-beans. Grazing consists of sweet and sour grass with bushveld trees. "Gifblaar" occurs.

Carrying capacity: 10 to 12 morgen per head of large stock.

Average rainfall: 20 inches per annum.

Servitudes:

- (1) May be subject to a servitude of outspan.
 (2) The mineral and ancillary rights are reserved in favour of a third party.

SPECIAL REMARK.**Holdings Nos. 14 and 15.**

All the internal fencing on these two holdings (viz. Portions Nos. 17 and 18 of the farm) and Portion No. 19 of the farm will be divided amongst the three successful applicants in equal shares under supervision of the Inspector of Lands, Nylstroom, for use on their respective holdings.

SPESIALE VOORWAARDE.

Hoewes Nos. 5 tot 15.

Die huurder van enige gedeelte van die verenigde plaas Diamant No. 1394 is verplig om aan enige aangrensende of naburige huurder van enige gedeelte van die betrokke plaas, 'n noodweg of -pad te gee na of van die grond van die aangrensende of naburige huurder in 'n geskikte rigting na die naaste publieke pad, mits die Minister van Lande dit nodig ag.

Hoewe No. 16.—Ongeveer 16 myl van die naaste pad-motordiensdepot, Ontmoeting, en 150 myl van die naaste spoorwegstasie, Upington, oor Inkrui.

Verbeterings: Woonhuis, boorgat en pype, 3 sinkdamme, motorhuis, 2 suipkrippe 2 masjienhuisies, windpomp, enjin met kragkop.

Watervoorraad: Boorgat (sterk).

Algemeen: Geskik vir beeste en skape, maar geskikter vir beeste.

Weiding: Bestaan grotendeels uit Kalahari-grassoorte en bossies.

Drakrag: 4 morg per stuk kleinvee en 15 tot 20 morg per stuk grootvee.

Gemiddelde reënval: 4 tot 5 duim per jaar.

SPESIALE OPMERKINGS.

(1) Met uitsondering van die boorgat en pype, is bogenelde verbeterings die eiendom van die huidige opsigter. Ingeval onderhandelings vir die oorneem van hierdie verbeterings deur die Departement nie slaag nie, sal die koopprys, jaarlikse huurgeld en paalement dienoreenkomstig gewysig word.

(2) Die aandag word spesiaal gevestig op die feit dat kleinvee in die afdeling Gordonia deur inwendige parasiete aangetas word.

SPESIALE VOORWAARDES.

Onderstaande spesiale voorwaardes sal in die voorgestelde huurkontrak en die daaropvolgende Kroongrond-brief ingelyf word, waarby:—

1. (a) Aan die Goewerment die reg verleen word om teen betaling van skadevergoeding die hoewe of 'n gedeelte daarvan vir Goewerments- of openbare doeleindes of vir 'n uitspanning terug te neem.

(b) Bepaal word dat bestaande paaie en deurgange op die stuk grond vry en onbelemmerd moet bly, of hulle op die kaart aangetoon word al dan nie, en die huurder van die hoewe verplig word om aan 'n aangrensende of naburige eienaar 'n pad of noodweg te gee na of van die grond van so 'n aangrensende of naburige eienaar.

(c) Die ontginning van minerale beheer word.

(d) Die reg aan die reisende publiek voorbehou word om oor die grond te gaan en om hul vee te laat wei aan weerskante van die pad of paaie oor die grond soos aangedui op die kaart(e) wat, met die goedkeuring van die Administrateur, deur die Afdelingsraad aangewys word vir die doel van trek-paaie; sodanige trekpaaie mag nie breër as 200 tree aan weerskante van die pad of paaie wees nie; met dien verstande dat waar geen paaie of, volgens die mening van die Administrateur, onvoldoende paaie op die kaart(e) aangedui word, die reisende publiek egter die reg het om oor die grond te gaan en hul vee te laat wei langs die roetes of bane wat met die goedkeuring van die Administrateur, deur die Afdelingsraad vir die doel van trekpaaie aangedui mag word; sodanige roetes of bane mag egter nie breër as 400 tree wees nie.

ALGEMENE VOORWAARDES.

Die huurkontrakte wat uitgereik sal word, sal voorwaardes bevat in verband met bewoning, verbeterings, omheining, minerale, uitspannings, paaie, spoorlyne en ander voorwaardes wat gewoonlik gestel word in die huurkontrakte uitgereik kragtens die Kroongrond Nederzetting Wet, 1912, en wysigingswette.

SPECIAL CONDITION.

Holdings Nos. 5 to 15.

The lessee of any portion of the consolidated farm Diamant No. 1394, is compelled to grant to any adjacent or neighbouring lessee of any portion of the relative farm, a way or road of necessity to or from the land of such adjacent or neighbouring lessee, in a suitable direction to the nearest public road, provided that it is deemed necessary by the Minister of Lands.

Holding No. 16.—Situate approximately 16 miles from the nearest Road Motor Service Depot, Ontmoeting and 150 miles from the nearest Railway Station, Upington, via Inkrui.

Improvements: Dwelling house, borehole and piping, 3 corrugated iron reservoirs, garage, 2 drinking troughs, 2 engine rooms, windmill, engine with power head.

Water supply.—Borehole (strong).

General: Suitable for cattle and sheep but more suitable for cattle.

Grazing: Consists mainly of Kalahari grasses and shrubs.

Carrying Capacity: 4 morgen per head of small stock and 15 to 20 morgen per head of large stock.

Average rainfall: 4 to 5 inches per annum.

SPECIAL REMARKS.

(1) With the exception of the borehole and piping, the improvements mentioned above are the property of the present caretaker. Should negotiations for the taking over of these improvements by the Department not be successful, the purchase price, annual rental and instalment will be amended accordingly.

(2) Attention is specially invited to the fact that in the Gordonia Division small stock is affected by internal parasites.

SPECIAL CONDITIONS.

The following special conditions will be embodied in the lease which it is proposed to issue and in the Crown Grant to be issued later:—

1. (a) Giving the Government the right to resume the whole or a portion of the holding if required for Government, public or outspan purposes on payment of compensation therefor.

(b) Stipulating that roads and thoroughfares, whether they are described on the diagram or not, existing on the land shall remain free and uninterrupted and requiring the lessee of the holding to grant to any adjacent or neighbouring proprietor a way or road of necessity to or from the land of such adjacent or neighbouring proprietor.

(c) Governing the exploitation of minerals.

(d) Reserving to the public travelling over the land the right to pass over and graze their livestock on each side of such road or roads running over the land and shown on the diagram(s) as may, with the approval of the Administrator, be selected by the Divisional Council for the purposes of trekkpaths, such trekkpaths not to exceed a width of 200 yards on each side of such road or roads; provided that where no roads, or in the opinion of the Administrator, insufficient roads are indicated on the diagram(s) the public travelling over the land shall have the right to pass over and graze their livestock along such routes or courses as may, with the approval of the Administrator, be selected by the Divisional Council for the purpose of trekkpaths, such routes or courses, however, not to exceed the width of 400 yards.

GENERAL CONDITIONS.

The leases to be issued will contain conditions relative to residence, improvements, fencing, minerals, outspans, roads, railway lines and such other conditions as are usually inserted in leases under the Land Settlement Act, 1912, and amending Acts.

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

Huurgeld—

Eerste en tweede jaar: Niks.

Derde jaar: 2 persent per jaar.

Vierde en vyfde jaar: $4\frac{1}{2}$ persent per jaar, behalwe waar anders bepaal word. 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 paaielemente wat kapitaal en rente insluit. Laasgenoemde word bereken teen 'n rentekoers van $4\frac{1}{2}$ persent.

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

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

Hoewes Nos. 3 en 4 moet binne 3 maande in besit geneem word en vir minstens 9 maande in elke kalenderjaar bewoon word.

Hoewes Nos. 1 en 2 en 5 tot 16 moet binne 3 maande in besit geneem word en vir minstens 10 maande in elke kalenderjaar bewoon word.

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 geplëg, beplant, bewerk of waarop gesaai mag word, te beperk en om weiding daarop te beheer.

Paaie.—Alle paaie met deurgangsregte, paaie en deurgange wat op die hoewes aangelê is, moet vry en onbelemmerd bly tensy hulle op las van 'n bevoegde owerheid gesluit of verlê word.

Die huurder van enige hoeft 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 Goewerment 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 Kroongrond 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 hoeft 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 pomptoeestelle toegerus. In gevalle waar geen pomptoeestelle opgerig is nie behoort die suksesvolle applikante, alvorens hulle pompmasjinerie oprig, by die Direkteur van Besproëing, Pretoria, navraag te doen betreffende die masjinerie wat die geskikste is vir gebruik in verband met die boorgate.

Opmetings.—Indien dit ooit nodig word om die hoeft 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 sertifikaat of wysigingstitel deur die huurder gedra word. Indien dit blyk dat die hoeft groter

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 year: $4\frac{1}{2}$ per cent per annum, except where otherwise stated. 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. 3 and 4 must be occupied within 3 months and for at least 9 months in every calendar year.

Holdings Nos. 1 and 2 and 5 to 16 must be occupied within 3 months and for at least 10 months in every calendar year.

Ploughing and Grazing.—The leases to be issued will contain a condition to the effect that the Minister of Lands reserves the right to limit the total area which may be ploughed, planted, cultivated or sown on the holdings and to control grazing thereon.

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

The lessee of any holding is compelled to grant to any adjacent or neighbouring lessee a way or road of necessity to or from the land of such adjacent or neighbouring lessee, in a suitable direction to the nearest public road; provided that it is deemed necessary by the Minister of Lands.

Boreholes.—A clause will be inserted in the leases to be issued giving the Government access to and the right to take water from boreholes which may be on the holdings, or which may be sunk after allotment with Government assistance, for drilling purposes on other Crown land, during a period of five years from the date of the lease or date of completion of the borehole, as the case may be.

It will be a condition of lease that the successful applicant for any of the above holdings on which boreholes exist or may be sunk after allotment will be held responsible for the proper care and maintenance of the borehole or boreholes on his holding, and shall be liable for any damage caused thereto. He must, therefore, on no account raise water without proper pumping machinery.

Some boreholes are equipped with hand-pumps or other pumping plants. In cases where no pumping plants have been erected inquiries as to the most suitable machinery to be utilized in connection with such boreholes should be made to the Director of Irrigation, Pretoria, by the successful applicants before proceeding to erect pumping machinery.

Surveys.—Should it at any time be found necessary to resurvey a holding or take out a certificate of amendment title, owing to errors in the existing survey, all costs incidental to such survey or certificate of amendment title must be borne by the lessee. Should it be found that the

is as in hierdie kennisgewing vermeld, kom die voordeel daarvan aan die huurder toe sonder dat die koopprys van die hoewe verhoog word; blyk dit daarenteen dat die grond kleiner is as in hierdie kennisgewing vermeld, moet die huurder dit aanneem sonder vermindering van die koopprys en in so 'n geval het hy, ten opsigte daarvan, geen eis teen die Goewerment nie.

ALGEMENE OPMERKINGS.

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

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

Omheinings.—Ingeval die Goewerment, ingevolge die Omheiningswet, 1912 (Wet No. 17 van 1912), of enige wysiging daarvan, tot bestryding van die koste van die grensheinings of 'n gedeelte daarvan ten opsigte van enige 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 Goewerment 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 bedrae wat deur die eienaars van aangrensende plase kragtens genoemde Wet geëis word.

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

Algemeen.—In geval van ongelukke van persone of vee wat plaasvind as gevolg van die bestaan van skagte, 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 Goewerment of die prospekterder of die kleimhouer nie.

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

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.

Applikante word aangeraai om die hoewes persoonlik te besigtig alvorens aansoek daarom te 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 Goewerment staan geen spoorweg- of ander vervoerkoncessies in verband met die besigtiging van hoewes toe nie.

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

holding is of greater extent than that stated in this notice the lessee shall benefit thereby, without any increase of purchase price being made; on the other hand, should the area be found to be less than that stated in this notice, the lessee shall accept such lesser area without reduction of the purchase price; and no claim against the Government will exist in respect of any reduced area.

GENERAL REMARKS.

Issue of 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 respect with such provisions of the Land Settlement Act, 1912, and amending Acts, as are applicable to him, and with the terms and conditions of the lease, he shall be entitled to a Crown Grant.

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

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

The successful applicants for any of the holdings on which the boundaries or part thereof are fenced shall accept liability under the Fencing Act, 1912, or any amendment thereof, for any amounts which may be claimed by adjoining owners in terms of the said Act.

Temporary Lessees and Caretakers.—The attention of applicants are invited to the fact that in the event of allotment of these holdings, temporary lessees and caretakers will be allowed to care for and reap standing crops, if any.

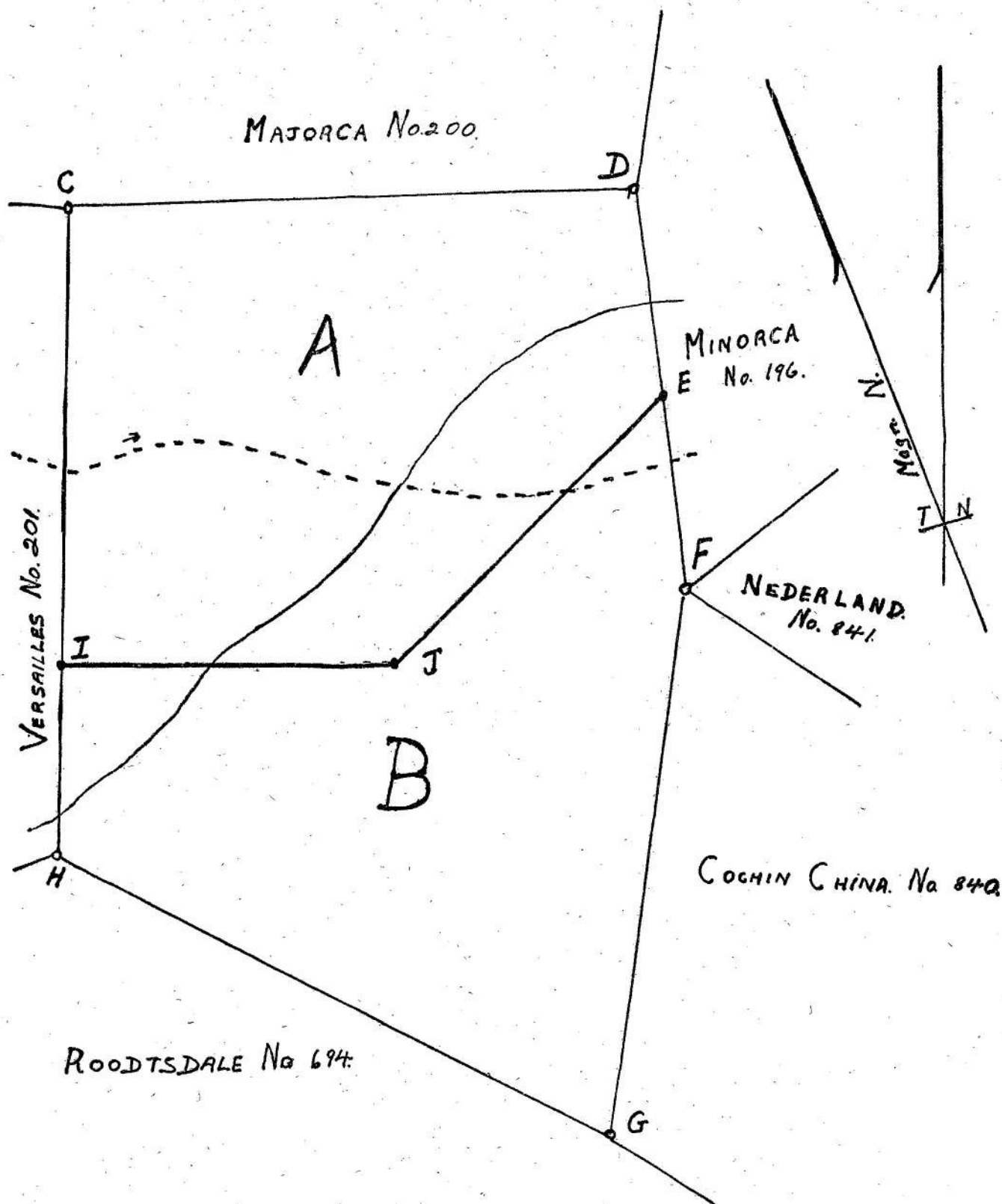
Miscellaneous.—In the case of accidents to persons or cattle consequent on the existence of shafts, tunnels, and other conditions arising out of prospecting and mining operations undertaken prior to the date of the commencement of the lease, the lessee shall not be entitled to compensation from the Government or the prospector or claimholder.

All rights to minerals, mineral products, mineral oils, metals and precious stones are reserved to the Crown unless otherwise stated in this notice.

The Department has made every effort to render as accurate as possible the information given in this notice, but does not hold itself responsible for any inaccuracies which may be contained in this notice.

Applicants are recommended to inspect the holdings personally before formally applying therefor. In considering applications for holdings, Land Boards decline, as a rule, to recommend allotments to applicants who have failed to inspect personally or to have had inspected on their behalf the holdings applied for. No railway or transport concessions are given by the Government in connection with the inspection of holdings.

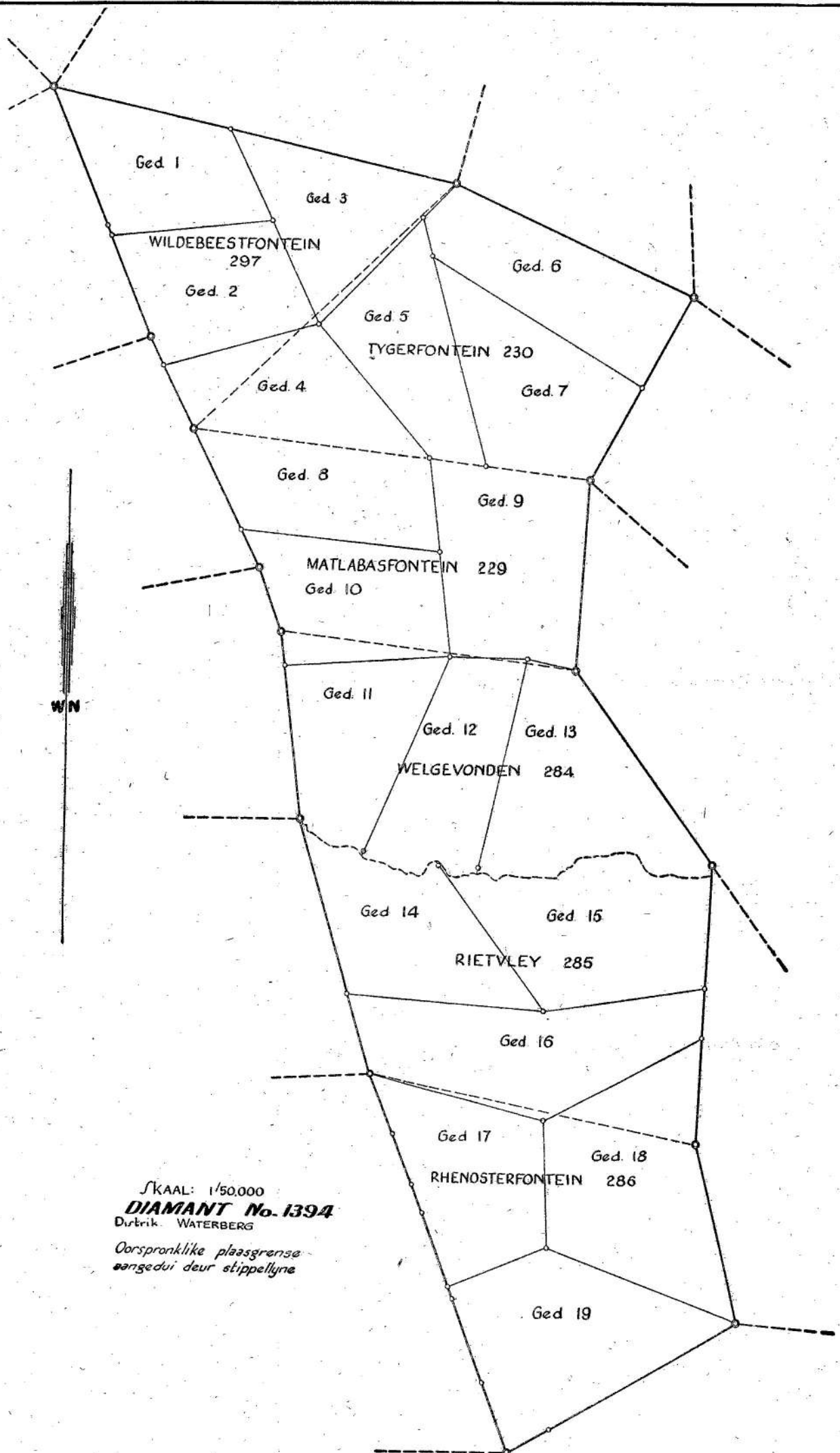
Occupation can be granted immediately upon allotment, unless other provisions be made in the letter of allotment.



DIE PLAAS CALIFORNIA No. 231

DISTRIK POTGIETERSRUST

GROOT : 2061 MORG 372 VIERKANTE ROEDES



★ No. 1731.]

[20 Augustus 1954.]

HOEWES TE HUUR.

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 1 Oktober 1954 verstryk) kan by die kantoor van die Sekretaris van Lande, Pretoria, aansoek gedoen word om die huur van ondergenoemde hoewes vir 'n tydperk van vyf jaar *sonder die opsie van aankoop of verlenging van die huurtermyn*.

Die Minister van Lande behou hom die reg voor om een of meer van of al die hoewes wat in hierdie kennisgewing te huur aangebied word, ten eniger tyd terug te trek.

Alle aansoeke moet gestuur word aan die Sekretaris van Lande, Pretoria, op die vorms wat verkrygbaar is by bogemelde adres, by die Magistraat van die distrik waarin die hoewes geleë is of by die Inspekteur van Lande, Wit-rivier.

DISTRIK/DISTRICT BARBERTON.

★ No. 1731.]

[20 August 1954.]

HOLDINGS TO LET.

Applications will be received at the office of the Secretary for Lands, Pretoria, for a period of six weeks from the date of the first publication of this notice (thus expiring on the 1st October, 1954), 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 any or all the holdings offered for lease by this notice.

All applications must be forwarded to The Secretary for Lands, Pretoria, on the forms which are obtainable from the above-mentioned address, from the Magistrate of the district in which the holdings are situate or from the Inspector of Lands, Wit-rivier.

Hoewe No. Holding No.	HOEWES BESKIKBAAR.	HOLDINGS FOR DISPOSAL.	Grootte.	Totale huur vir die huurtermyn betaalbaar in vier betalings vanaf die 2de jaar.	Huur per jaar betaalbaar vanaf 2de jaar van huurtermyn.
	Naam en nommer.	Name and Number.	Area. Morg. Morgen.	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.
1	Die plaas	The farm KEEROM No. 518	707·2062	£ s. d. 247 12 0	£ s. d. 61 18 0
2	Die plaas	The farm SAVANNAH No. 495	1,231·7790	308 0 0	77 0 0
3	Die plaas	The farm MASGOBE No. 493	1,117·3841	279 8 0	69 17 0
4	Die plaas	The farm HELENA No. 496	1,196·1900	299 2 0	74 15 6
5	Die plaas	The farm BRAKSPRUIT No. 494	1,312·7468	328 4 0	82 1 0
6	Die plaas	The farm KAFFERKRAAL No. 492	1,055·5357	263 18 0	65 19 6
7	Die plaas	The farm GROOTBOOM No. 491	1,085·6928	271 10 0	67 17 6
8	Die plaas	The farm OOMPIE No. 497	645·3168	322 14 0	80 13 6
9	Die plaas	The farm JESSE No. 498	646·5219	323 6 0	80 16 6
10	Die plaas	The farm SIERAAD No. 499	542·6200	271 8 0	67 17 0
11	Die plaas	The farm KOOLMYN No. 500	514·3645	257 4 0	64 6 0
12	Die plaas	The farm SOMMERREG No. 501	519·3209	259 14 0	64 18 6
13	Die plaas	The farm DIP No. 502	521·2177	260 14 0	65 3 6
14	Die plaas	The farm INGWENYA No. 503	505·7957	252 18 0	63 4 6
15	Die plaas	The farm PRESIDENT No. 504	565·1729	282 12 0	70 13 0
16	Die plaas	The farm BACCHUS No. 505	553·7686	276 18 0	69 4 6
17	Die plaas	The farm MORESON No. 506	526·2314	263 4 0	65 16 0
18	Die plaas	The farm SANDSLOOT No. 507	545·4895	272 16 0	68 4 0
19	Die plaas	The farm RUIGTE No. 508	560·6542	280 8 0	70 2 0
20	Die plaas	The farm ADRIAN No. 510	512·8127	256 10 0	64 2 6

DISTRIK/DISTRICT BARBERTON.

Hoewe No. Holding No.	HOEWES BESKIKBAAR. Naam en nommer.	HOLDINGS FOR DISPOSAL. Name and Number.	Grootte. Area. Morg. Morgen.	Totale huur vir die huurtermyn betaalbaar in vier betalings vanaf die 2de jaar. Total Rental for the Lease Period Payable in Four Payments as from the 2nd Year.	Huur per jaar betaalbaar vanaf 2de jaar van huurtermyn. Rental per Year Payable as from 2nd Year of Lease Period.
21	Die plaas	The farm VOORSLAG No. 512	525·5453	£ s. d. 262 16 0	£ s. d. 65 14 0
22	Die plaas	The farm SWARTRIF No. 513	514·2548	257 4 0	64 6 0
23	Die plaas	The farm FICUS No. 515	536·6993	268 8 0	67 2 0
24	Die plaas	The farm SANDBULT No. 516	518·3111	259 4 0	64 16 0
25	Die plaas	The farm ALFA No. 517	538·1885	269 2 0	67 5 6
26	Gedeelte 20 genoem WHISKY van die plaas	Portion 20 called WHISKY of the farm TENBOSCH No. 234	800·4918	200 2 0	50 0 6
27	Gedeelte 25 genoem PAN van die plaas	Portion 25 called PAN of the farm TENBOSCH No. 234	1,023·8047	204 16 0	51 4 0
28	Gedeelte 29 genoem MUTOMA van die plaas	Portion 29 called MUTOMA of the farm TENBOSCH No. 234	1,064·1571	212 16 0	53 4 0
29	Gedeelte 31 genoem DRIEHOEK van die plaas	Portion 31 called DRIEHOEK of the farm TENBOSCH No. 234	1,117·9033	223 12 0	55 18 0
30	Gedeelte 24 genoem ELMBOOG van die plaas	Portion 24 called ELMBOOG of the farm TENBOSCH No. 234	1,007·0841	201 8 0	50 7 0

BESKRYWING VAN HOEWES.

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 verstrek word.

Hoewes Nos. 1 tot 25.—Die hoewes is ongeveer 15 tot 25 myl suidoos van die spoorwegstasie Hectorspruit en suidwes van die dorp en spoorwegstasie Komatipoort geleë.

Verbeterings: Geen, behalwe 'n dipbak wat op Hoewe No. 13 geleë is.

Algemeen: Geskik vir beeste en op die hoewes waar besproeiing toegepas kan word, sal ook rys, groente en tropiese vrugte gekweek kan word.

Weiding: Bestaan uit soetgrasveld met inheemse bome en bosse.

Drakrag: 5 morg per stuk grootvee.

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

Watervoorziening: Hoewes Nos. 8 tot 22 grens aan die Komatirivier en Hoewes Nos. 1, 23, 24 en 25 aan die Lomatirivier. Hoewes Nos. 2, 3, 4, 5, 6 en 7 het geen water nie.

Hoewes Nos. 26 tot 30.—Die spoorweghalte Tenbosch is ongeveer in die middel van die plaas Tenbosch No. 234 geleë, terwyl die spoorwegstasie Hectorspruit 4 myl van die westelike grenslyn en die dorp en spoorwegstasie Komatipoort 4 myl van die oostelike grenslyn van die plaas geleë is.

DESCRIPTION OF HOLDINGS.

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.

Holdings Nos. 1 to 25.—The holdings are situate approximately 15 to 25 miles south-east of Hectorspruit railway station and south-west of Komatipoort township and railway station.

Improvements: Nil—except a dipping tank which is situate on Holding No. 13.

General: Suitable for cattle and on the holdings where irrigation can be applied, rice, vegetables and tropical fruit can also be grown.

Grazing: Consists of sweet grass veld with indigenous trees and bush.

Carrying capacity: 5 morgen per head of large stock.

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

Water supply: Holdings Nos. 8 to 22 are riparian to the Komati River and Holdings Nos. 1, 23, 24 and 25 to the Lomati River. Holdings Nos. 2, 3, 4, 5, 6 and 7 have no water supply.

Holdings Nos. 26 to 30.—The Railway Halt Tenbosch is situate approximately in the centre of the farm Tenbosch No. 234, whilst Hectorspruit Railway Station is situate 4 miles from the western boundary of the farm and Komatipoort Township and Railway Station 4 miles from the eastern boundary.

Verbeterings: Geen.

Algemeen: Geskik vir beeste en waar besproeiing toeges kan word, sal ook rys, groente en tropiese vrugte gekweek kan word.

Weiding: Bestaan uit soetgrasveld met inheemse bome en bosse.

Drakrag: 6 tot 7 morg per stuk grootvee.

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

Watervoorsiening:

Hoewe No. 26: Krokodilrivier.

Hoewes Nos. 27 tot 30: Geen.

ALGEMENE HUURVOORWAARDES.

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

1. Alle kennisgewings en aanskrywings, wat ingevolge die huurkontrak aan die huurder gestuur word, word beskou as behoorlik en voldoende beteken te wees as hulle aan hom op die hoewe geadresseer en per geregistreerde pos versend is, en vir doeleindes van regsdinge of geskille wat uit in verband met die huurkontrak voortspuit kies die huurder die hoewe as sy *domicilium et executandi* en stem hy toe dat die magistratshof jurisdiksie het om al sulke sake te verhoor.

2. (a) Die huurder moet die hoewe binne ses maande na die datum van toekenning persoonlik en op nuttige wyse in besit neem en daarna gedurende minstens nege maande in elke kalenderjaar persoonlik bewoon en op nuttige wyse okkuper.

Nuttige okkupasie omvat—

- (i) die behoorlike versorging en onderhoud van verbeterings daarop;
- (ii) die instandhouding en verbetering van die vrugbaarheid van die grond en die voorkoming van gronderosie en brak;
- (iii) die uitroeiing van skadelike en ander onkruid ooreenkomstig die bepalings van enige Wet wat op sodanige uitroeiing betrekking het.

(b) Die huurder moet die hoewe uitsluitlik vir sy eie gebruik en voordeel ontwikkel en bewerk; met dien verstande dat alle verbeterings van blywende aard op die huurder se risiko aangebring word.

(c) Die huurder mag nie sonder die voorafverkreë skriftelike toestemming van die Minister van Lande iemand anders se vee op die hoewe laat kom nie.

(d) Die huurder mag nie sonder die voorafverkreë skriftelike toestemming van die Minister van Lande die hoewe of 'n deel van die hoewe onderverhuur of enigeen van sy belange in die huurkontrak of hoewe oormak, seeder of verhipotekeer nie en geen Naturelle, Kleurlinge of Asiate, behalwe die huurder se *bona fide* werknemers, mag op die hoewe woon nie.

3. (a) Die hoewe moet alleen vir landbou- en veeteelt-doeleindes gebruik word en vir die verwerking van sodanige landbou- en ander produkte as wat die huurder daarop mag wen.

(b) Die Minister van Lande behou hom die reg voor om die totale oppervlakte wat op die hoewe geploeg, beplant, bewerk of waarop gesaai mag word, te beperk en om weiding daarop te beheer.

(c) Die huurder mag geen bome van watter aard ook op enige gedeelte van die hoewe afkap of beskadig sonder die toestemming van die Minister van Lande nie, maar die huurder het die reg om sonder sodanige verlof droë hout wat op die hoewe mag wees vir brandstof of huishoudelike doeleindes te gebruik.

(d) Die huurder is verantwoordelik vir die uitroeiing van skadelike onkruid en ongedierte op die hoewe en moet dié stappe in verband daarmee doen wat die Minister van Lande nodig ag.

Improvements: Nil.

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

Grazing: Consists of sweet grass veld with indigenous trees and bush.

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

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

Water supply:

Holding No. 26: Crocodile River.

Holdings Nos. 27 to 30: Nil.

GENERAL CONDITIONS OF LEASE.

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

1. All notices and demands sent to the lessee in terms of the lease, shall be regarded as duly and properly served if they have been addressed to him at the holding and forwarded by registered post, and for purposes of legal proceedings or any disputes arising out of or in connection with the lease, the lessee elects the holding as his *domicilium et executandi* and agrees to submit to the jurisdiction of the magistrate's court in all such cases.

2. (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 occupations includes—

- (i) the proper maintenance and preservation of improvements thereon;
- (ii) the preservation and improvement of the fertility of the soil and the prevention of soil erosion and brackishness;
- (iii) the eradication of noxious and other weeds in accordance with the provisions of any law relating to such eradication.

(b) 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.

(c) The lessee shall not have the right, without the consent in writing of the Minister of Lands previously had and obtained, to allow the presence on the holding of the stock of any other person.

(d) The lessee shall not have the right, without the consent in writing of the Minister of Lands previously had and obtained, 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.

3. (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 Minister of Lands reserves the right to limit the total area that may be ploughed, planted, cultivated or sown on the hold 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 Minister of Lands 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.

(d) The lessee shall be liable for the eradication and extermination of noxious weeds and vermin on the holding and shall take such steps in connection therewith, as the Minister of Lands may deem necessary.

4. (a) Die huurder moet gedurende die huurtermyn aan die Sekretaris van Lande, Pretoria, of aan die amptenaar wat van tyd tot tyd daartoe aangewys mag word, gereeld en op die dag waarop dit verskuldig is, as huurgeld ooreenkomstig hierdie huurkontrak vry van enige korting hoegenaamd, die volle som soos in hierdie kennisgewing gemeld, betaal. Die huurgeld vir die volle termyn van 5 jaar sal betaalbaar wees in vier jaarlikse betalings vooruit vanaf die 2de jaar van die huurtermyn.

(b) Die huurder het nie die reg om sy huurkontrak oor te gee tensy met die skriftelike goedkeuring van die Minister van Lande op sodanige voorwaardes as wat hy mag stel; met dien verstande dat die huurder in elk geval aanspreeklik sal wees vir die betaling van die pro rata huurgeld vanaf die datum van aanvang van die huurkontrak tot op die datum van aanname, deur die Minister, van die huurder se aansoek om oor te gee.

5. Die huurder is nie geregtig tot vergoeding deur die Goewerment of 'n prospekterder of kleimhouer in geval van ongelukke aan persone of diere as gevolg van die bestaan van skagte, tonnels en ander toestande voortspuitende uit prospekter en/of mynbouwerkzaamhede op die hoewe nie.

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

(b) Die hoewe is verder onderworpe aan al die servitude wat spesiaal in verband staan met en rus op die grond soos deur die Goewerment verkry of gehou, en is aan die ander kant geregtig tot die voordele van enige servituut ten gunste van die grond, wat nie nadruklik deur 'n spesiale voorwaarde in die huurkontrak uitgesluit is nie.

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

Die huurder van enige hoewe is verplig om aan enige aangrensende of naburige huurder 'n noodweg of -pad te gee na of van die grond van dié aangrensende of naburige huurder in 'n geskikte rigting na die naaste publieke pad, mits die Minister van Lande dit nodig ag.

8. Geen handel mag sonder die skriftelike toestemming van die Minister van Lande op die hoewe gedryf word nie.

9. Die Minister van Lande is onder geen omstandighede aanspreeklik vir enige verlies, skade of ongerief wat die huurder mag ly as gevolg van die aanwesigheid, hetsy met of sonder die medewete van die Minister van Lande, van enige persoon of vee op die hoewe, of vir die verwydering van enige sodanige persoon of vee nie.

10. Die huurkontrak is, na goedvinde van die Minister van Lande, vernietigbaar, ingeval die huur nie ooreenkomstig genoemde voorwaardes betaal word nie of in geval van die oortreding of nie-nakoming van eenige van die voorwaardes van die huurkontrak. Ingeval die huurkontrak ingevolge die voorgaande bepaling nietig verklaar 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 Goewerment van enige huur deur die huurder betaal die, ondanks enigiets strydig in enige ander bepaling in dié huurkontrak vervat of stilswyend daarin inbegrepe.

Die Departement het die reg om die verbeterings van blywende aard, waarna in paragraaf 2 (b) verwys word, oor te neem teen 'n waardering van die Landraad en so 'n waardering is die enigste en finale waardering. As die Departement nie bereid is om die verbeterings teen die Landraad se waardering oor te neem nie, het die huurders die reg om die verbeterings te verwyder binne ses maande van die datum van die ontbinding of beëindiging van die huurkontrak deur verloop van die termyn.

11. Amptenare van die Staat het die reg om op alle tye op die hoewe te gaan.

4. (a) The lessee shall during the terms of the lease pay to the Secretary for Lands, Pretoria, or to such officer as may from time to time be appointed for that purpose, regularly and on due date, as rent in terms of this lease, free from any reduction whatsoever, the total sum as mentioned in this notice. The rental for the full period of 5 years will be payable in four yearly payments in advance as from the 2nd year of the lease period.

(b) The lessee shall not have the right to surrender his lease without the written approval of the Minister of Lands on such conditions 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 Minister of the lessee's application to surrender.

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

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

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

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

The lessee of any holding is compelled to grant to any adjacent or neighbouring lessee a way or road of necessity to or from the land of such adjacent or neighbouring lessee, in a suitable direction to the nearest public road; provided that it is deemed necessary by the Minister of Lands.

8. No trade shall be carried on on the holding without the written consent of the Minister of Lands.

9. In no circumstances shall the Minister of Lands 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.

10. The lease shall be voidable at the will of the Minister of Lands 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 declared void under the preceding provision 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 Government of any rent paid by the lessee notwithstanding anything to the contrary in any other of the provisions of this lease contained or implied.

The Department shall have the right to take over the permanent improvements referred to in paragraph 2 (b) at a valuation to be determined by the Land Board, which valuation shall be the only and final one. Should the Department decline to take over the improvements at the Land Board's valuation the lessees will retain the right to remove such improvements within a period not exceeding six months after cancellation or termination of the lease by effluxion of time.

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

SPESIALE VOORWAARDES.

Hoewes Nos. 1 tot 25.

Die huurkontrakte wat ten opsigte van die hoewes uitgereik word, is aan die volgende spesiale voorwaardes onderworpe:—

- (a) Alle regte op minerale op of onder die hoewes word uitdruklik aan die Staat voorbehou.
- (b) Ten einde die status van die hoewes 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 prospekter en mynwerkzaamhede te verrig. Die selfde fasiliteite moet toegestaan word aan enige ander persone aan wie die reg verleen is kragtens die mineraalwette om te prospekter en/of mynwerkzaamhede te verrig.
- (d) Enige prospekterder in besit van die nodige prospekterpermit(te) is geregtig om soveel van die oppervlakte van die hoewes as wat na die mening van die Mynkommissaris redelikerwys vir prospekterwerkzaamhede nodig mag wees, te verkry.
- (e) Die moontlikheid bestaan dat die hoewes in 'n ekonomiese mate gemineraliseerd mag wees en moontlik in die toekoms tot 'n publieke delwery vir edele en/of onedele metale geproklameer mag word. Indien sodanige proklamerings geskied, sal die hoewes onderworpe wees aan al die serwitute ingevolge die wette wat op geproklameerde grond betrekking het; met dien verstande dat die huurder of eienaar nie geregtig sal wees op eienaarsvoorbehoude of die halwe aandeel van enige kleim-lisensie- of mynhuurgelde ten opsigte van mynregte op die hoeve wat ontvang word of ontvang mag word nie.

SPESIALE VOORWAARDE.

Hoewe No. 13.

Die dipbak op hierdie hoeve moet te alle redelike tye beskikbaar wees vir die dip van naburige vee. Die gelde betaalbaar deur gebruikers van die dipbak moet nie die tariewe wat van tyd tot tyd deur die goewermentsveearts van die distrik vasgestel word, oorskry nie.

SPESIALE VOORWAARDE.

Hoewes Nos. 26 tot 30.

Onderworpe aan 'n voorbehoud van mineraal- en ondergeskikte regte ten gunste van 'n derde party soos vollediger uiteengesit in Sertifikaat van Regte op Minerale No. 29/1943 RM, gedateer 22 Januarie 1943.

SERWITUUT.

Hoewes Nos. 26 tot 30.

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 hoewes gedeeltes 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.

ALGEMEN OPMERKING.

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

SPECIAL CONDITIONS.

Holdings Nos. 1 to 25.

The leases to be issued in respect of the holdings will be subject to the following special conditions:—

- (a) All rights to minerals on or under the holdings are specifically reserved to the Government.
- (b) In order to maintain the status of these holdings as Crown land for purposes of the mineral laws, the land has been added to the Second Schedule of the Reserved Minerals Development Act, No. 55 of 1926.
- (c) 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/or conduct mining operations.
- (d) Any prospector in possession of the necessary prospecting permit(s) shall be entitled to acquire such area of the holdings which may, in the opinion of the Mining Commissioner, reasonably be required for prospecting operations.
- (e) The possibility exists that the holdings may be mineralised to an economic extent and may in future be proclaimed as a public digging for precious and/or base metals. Should such proclamation occur the holdings will be 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 holdings.

SPECIAL CONDITION.

Holding No. 13.

The dipping tank on this holding must be available at all reasonable times for the dipping of neighbouring stock. The fees payable by users of the dipping tank may not exceed such tariffs as are fixed by the Government Veterinary Officer for the district from time to time.

SPECIAL CONDITION.

Holdings Nos. 26 to 30.

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 RM, dated 22nd January, 1943.

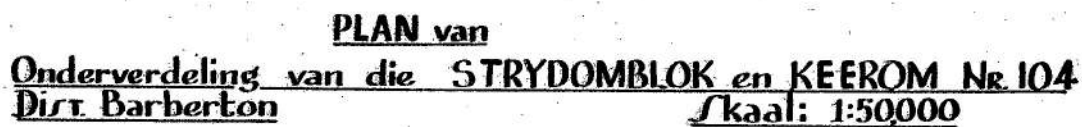
SERVITUDE.

Holdings Nos. 26 to 30.

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 these holdings form portions, for the benefit of the lessees or owners of the sites known as Bridge Store and Tenbosch Store, to the nearest public road.

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.



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, Tanganjika, Kenia en Oeganda teen 6d per eksemplaar, of teen 5/- per jaar (7/6 elders) vooruitbetaalbaar aan Die Staatsdrukker, Pretoria

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