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

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

GOVERNMENT NOTICES.

The following Government Notice is published for general information:—

DEPARTMENT OF LANDS.

* No. 2114.] [15 October 1954.
HOLDINGS AVAILABLE UNDER THE LAND
SETTLEMENT ACT, 1912 (AS AMENDED).

Applications will be received at the office of 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 26th November, 1954), for the under-mentioned 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 the holdings must be forwarded to the Secretary for Lands, Union Buildings, Pretoria, on the prescribed forms, which are obtainable from the above-mentioned address, from the Magistrates of the districts in which the holdings are situated or from the Inspectors of Lands of the inspectorates in which the holdings are located.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN LANDE.

* No. 2114.] [15 Oktober 1954.
HOEWES BESIKKBAAR 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 26 November 1954 verstryk), kan daar by die kantoor van die Sekretaris van Lande, Pretoria, aansoek gedoen word om die toekenning van ondergenoemde hoewes volgens huurkontrak vir 'n termyn van vyf (5) jaar, met die opsie om die grond te eniger tyd gedurende die termyn van die huurkontrak of by verstryking daarvan aan te koop op voorwaardelike koophuurkontrak wat oor 'n tydperk van vyf-en-sestig (65) jaar strek, ooreenkomstig en behoudens die bepalings van die Kroongrond Nederzettings Wet, 1912, en wysigingswette en regulasies ingevolge daarvan afgekondig.

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

Alle aansoeke om die hoewes moet gestuur word aan die Sekretaris van Lande, Uniegebou, Pretoria, op die voorgeskrewe vorms wat verkrygbaar is by bogenoemde adres, by die magistrate van die distrikte waarin die hoewes geleë is of by die Inspekteurs van Lande in wie se inspeksieafdelings die hoewes val.

PROVINCE/PROVINSIE TRANSVAAL.

DISTRICT/DISTRIK GROBLERSDAL.

LOSKOP SETTLEMENT/-NEDERSETTING.

Holding No	HOLDINGS FOR DISPOSAL.	HOEWES BESKIKBAAR.	Area.	Purchase Price. Koop- prys.	Rental during Lease Period, 1st and 2nd Years, Nil. <i>Huur gedurende huurtermyn, 1ste en 2de jaar, niks.</i>		Yearly Purchase Instalments (including Interest).
			Grootte.		3rd Year, Yearly Rental.	4th and 5th Year, Yearly Rental.	
Hoewe No.	Name, Number and District.	<i>Naam, nummer en Distrik.</i>	Morgen. Morg.		3de jaar, jaarlikse huur.	4de en 5de jaar, jaarlikse huur.	<i>Jaarlikse paaiemente van koopprys (rente inbegrepe).</i>
1	Portion 184 (known as E. 6) of the farm LOSKOP NORTH/-NOORD No. 242	Gedeelte 184 (bekend as E. 6) van die plaas LOSKOP NORTH/-NOORD No. 242	57.8742	£ 2,076	£ s. d. 41 10 5	£ s. d. 98 12 2	£ s. d. 102 19 3

DISTRICT/DISTRIK LYDENBURG.

2	Portion 14 of Portion 8 of the farm KLIPFONTEIN No. 222	Gedeelte 14 van gedeelte 8 van die plaas KLIPFONTEIN No. 222	128.5328	1,796	35 18 5	85 6 2	89 1 6
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DISTRICT/DISTRIK MARICO.

MARICO-BOSVELD SETTLEMENT/-NEDERSETTING.

3	Portion 52 (a portion of Portion C) of the farm SCHUINSDRIFT No. 283	Gedeelte 52 ('n gedeelte van Gedeelte C) van die plaas SCHUINSDRIFT No. 283	208.3378	1,657	33 2 10	78 14 2	82 3 8
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DISTRICT/DISTRIK POTCHEFSTROOM.
HAASKRAAL SETTLEMENT/-NEDERSETTING.

4	The remaining extent of Portion 9 of Portion H of the farm HAASKRAAL No. 158	Die resterende gedeelte van Gedeelte 9 van Gedeelte H van die plaas HAASKRAAL No. 158	167.2603	3,540	70 16 0	168 3 0	175 11 6
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DESCRIPTION OF HOLDINGS.

The distances of the holdings from the nearest towns and 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 10 miles north-west of Groblersdal Township. The nearest Railway Station is Marble Hall.

Improvements: Dwelling-house, shed, tobacco-shed, fenced kraal, tobacco-cellar, fowl-runs, dam, lavatory and fruit trees.

Water supply: The holding falls within the Loskop Irrigation Scheme.

Rainfall: The rainfall is approximately 25 inches per annum on the Loskop Settlement.

Crops: The main crops grown on the Loskop Settlement are tobacco, wheat, groundnuts and potatoes.

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;

BESKRYWING VAN HOEWES.

Die afstand van die hoewes van die naaste dorpe en spoorwegstasies soos hieronder aangegee, is slegs volgens skatting.

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

Hoewe No. 1.—Ongeveer 10 myl noordwes van die dorp Groblersdal. Die naaste Spoorwegstasie is Marble Hall.

Verbeterings: Woonhuis, pakhuis, tabakskuur, draadkraal, tabakkelder, hoenderhokke, dam, gemakshuis en vrugteboom.

Watertoevoer: Die hoewe is binne die Loskop-besproeiingskema geleë.

Reënval: Die reënval is ongeveer 25 duim per jaar op die Loskop-nederstelling.

Gewasse: Die vernaamste gewasse wat op die Loskop-nederstelling gekweek word, is tabak, koring, grondboontjies en aartappels.

Spesiale voorwaardes: Spesiale voorwaardes sal in die voorgestelde huurkontrak en in die daaropvolgende Kroongrondbrief opgeneem word, ingevolge waarvan—

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

(b) the holding shall be subject to a servitude of aqueduct in perpetuity as defined in sections *one hundred and three* and *one hundred and six* of the Irrigation and Water Conservation Act, No. 8 of 1912, as amended by Act No. 46 of 1934, in respect of any existing canals and drains (constructed under the Loskop Irrigation Scheme) in favour of the Government of the Union of South Africa, and shall further be subject to the right of the Minister or other competent authority to effect any change in or substitution of the construction or route of any of the said canals and drains and to construct additional canals and/or drains. The Government shall under no circumstances be liable for any damage or loss that may be sustained by the owners on or over the portions which are subject to the said servitude.

Holding No. 2.—Situate approximately 10 miles from Lydenburg Township and Railway Station.

Improvements: Dwelling-house, out-buildings, shed, stone kraal, sheep kraal and certain fencing.

General: Suitable for wheat, tomatoes, potatoes and cattle. Carrying capacity: 8 morgen per head of large stock. Approximately 30 morgen under irrigation.

Average rainfall: 30 inches per annum.

Water supply: Water for irrigation purposes is derived from the Spekboom River and is obtained from a canal controlled by the Spekboom Irrigation Board. The successful applicant will have to carry out any requirements or instructions issued by the Government or the Spekboom River Irrigation Board and comply with any regulations published in terms of section *ninety-five* of the Irrigation and Conservation of Waters Act, No. 8 of 1912.

Remarks: —

(1) Entitled to the use of a cattle dipping tank on portion 12 of portion 8 of the farm Klipfontein No. 222, District Lydenburg, together with the lessees/owners of certain other portions of the said farm.

The lessee or owner of the said portion 12 of portion 8 will be responsible for the maintenance of the dipping tank to the satisfaction of the Government, but will as compensation be entitled to charge the users a fee in accordance with the tariff fixed by the Government Veterinary Officer of the district from time to time. The dipping tank must be available for use at all reasonable times, and the necessary rights of access thereto must be granted by the lessee.

(2) Entitled and subject to the use and maintenance of a dam on portion 13 of portion 8 of the farm Klipfontein No. 222, District of Lydenburg, and water furrows, together with the lessees/owners of certain other portions of the said farm.

Holding No. 3.—Situate approximately 30 miles north-east of Zeerust.

Nearest Railway Station: Groot-Marico (approximately 20 miles from Settlement).

Improvements: Two tobacco sheds, fluebarn, certain fencing and approximately 6,000 burnt bricks (old house).

Water Supply: The holding adjoins the Groot Marico River and falls within the Marico Bosveld Irrigation Scheme.

Rainfall: The rainfall is approximately 20 inches per annum on the Marico Bosveld Settlement.

General.—Suitable for grain and tobacco.

Remarks: The successful applicant will have to construct a banked furrow of approximately 400 feet in length and 4 feet 6 inches maximum height to convey the water to the lands adjoining the river.

(b) die hoewe onderworpe is aan 'n ewigdurende serwituut van waterleiding soos bepaal in artikels *honderd-en-drie* en *honderd-en-ses* van die Besproeiings- en Waterbewarings Wet, No. 8 van 1912, soos gewysig by Wet No. 46 van 1934, ten aansien van enige bestaande kanale en afvoerslote (gebou onder die Loskop-besproeiingskema), ten gunste van die Goewerment van die Unie van Suid-Afrika, en is verder onderworpe aan die reg van die Minister of ander bevoegde gesag om enige verandering of vervanging aan te bring in die konstruksie of roete van genoemde kanale en om afvoerslote en addisionele kanale en/of afvoerslote te bou. Die Goewerment sal onder geen omstandighede aanspreeklik wees vir enige skade of verlies wat deur die eienaars gely mag word oor of op dié gedeeltes wat aan genoemde serwituut onderworpe is nie.

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

Verbeterings: Woonhuis, buitegebou, skuur, klipkraal, skaapkraal en sekere omheining.

Algemeen: Geskik vir koring, tamaties, aartappels en beeste. Drakrag: 8 morg per bees. Ongeveer 30 morg onder besproeiing.

Gemiddelde reënval: 30 duim per jaar.

Watervoorsiening: Water vir besproeiingsdoeleindes word verkry van die Spekboomrivier en word gelewer deur 'n kanaal wat deur die Besproeiingsraad van Spekboomrivier beheer word. Die suksesvolle applikant sal gevolg moet gee aan alle vereistes of instruksies uitgevaardig deur die Goewerment of die Besproeiingsraad van Spekboomrivier, asook alle regulasies afgekondig kragtens artikel *vyf-en-negentig* van die Besproeiings- en Waterbewarings Wet, No. 8 van 1912.

Opmerkings:

(1) Geregtig tot die gebruik van 'n beesdipbak op gedeelte 12 van gedeelte 8 van die plaas Klipfontein No. 222, distrik Lydenburg, saam met die huurders/eienaars van sekere ander gedeeltes van genoemde plaas.

Die huurder of eienaar van genoemde gedeelte 12 van gedeelte 8 sal verantwoordelik wees vir die instandhouding van die dip tot tevredenheid van die Goewerment maar sal, as vergoeding daarvoor, geregig wees om van die gebruikers gelde te vorder ooreenkomstig die tarief deur die Goewerments-veearts van die distrik van tyd tot tyd vasgestel. Die dipbak moet te alle redelike tye beskikbaar vir gebruik wees, en die nodige regte van toegang daartoe moet deur die huurder toegestaan word.

(2) Geregtig tot en onderworpe aan die gebruik en instandhouding van 'n leidam op gedeelte 13 van gedeelte 8 van die plaas Klipfontein No. 222, distrik Lydenburg, en watervore saam met die huurders/eienaars van sekere ander gedeeltes van genoemde plaas.

Hoewe No. 3.—Ongeveer 30 myl noordoos van die dorp Zeerust geleë.

Naaste spoorwegstasie: Groot-Marico (ongeveer 20 myl van Nedersetting).

Verbeterings: Twee tabakskure, droogoond, sekere omheining en ongeveer 6,000 gebrande stene (ou huis).

Watervoorsiening: Die hoewe grens aan die Groot-Maricorivier en is binne die Marico-bosveldbesproeiingskema geleë.

Reënval: Die reënval is ongeveer 20 duim per jaar op die Marico-bosveldnederstelling.

Algemeen: Geskik vir graan en tabak.

Opmerking: Die suksesvolle applikant sal 'n ligvoor van ongeveer 400 voet lank met 'n maksimum hoogte van 4 voet 6 duim moet bou om die water na die lande langs die rivier te neem.

Holding No. 4.—Situate approximately 13 miles south-west of Potchefstroom Township and Railway Station.

Improvements: Dwelling-house, 2 boreholes, windmill and certain fencing.

Water Supply: Two boreholes. Entitled to watering stock in the dam and spruit on portion 12 of portion H of the farm Haaskraal No. 158, District of Potchefstroom as may be determined by the lessees and/or owners of the said portion 12.

General: Suitable for mealies, kaffir corn and large stock.

Average Rainfall: 24 inches per annum.

Servitudes:

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

(2) Subject and entitled to water, water furrows and a dam, more fully described in Deeds of Servitude Nos. 11/1898 and 24/1898.

(3) Partly subject to the use of a water furrow in favour of the owner of the remaining extent of portion B of the farm Haaskraal No. 158, District of Potchefstroom, together with the lessees/owners already stationed and to be stationed on the said farm.

These servitudes are more fully set out in Deed of Transfer No. 12799/1953.

SPECIAL REMARKS.

(A) **Holdings Nos. 1 and 3.**—Water for irrigation purposes is supplied by the Irrigation Department to whom water rates are payable. 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.

Grazing: On the communal grazing area of the settlement the successful applicants may run a limited head of stock as may be defined by the committee of management and/or the Minister.

(B) **Holdings Nos. 1 to 3.**—The Government does not guarantee the supply of water and will not be responsible in the event of any loss or damage of any nature whatsoever which may be suffered as a result of a shortage or diversion of water, seepage or overflow through any cause whatsoever.

(C) **Holding No. 3.**—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.

(D) **Holding No. 1.**—A committee of management has not yet been established. The Minister of Lands reserves the right at any time to require the lessees on the settlement to form committees of management 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 the 4th July, 1952, or any amendments thereof.

Until such times as committees of management have been established, roads, rights-of-way, bridges, dipping tanks and fences must be kept in good order and condition, to the satisfaction of the Government, by the lessees, jointly and severally, at their own expense. The dipping tanks must be available at all reasonable times for the dipping of the neighbouring stock. The fees payable by users of the dipping tanks may not exceed such tariffs as are fixed by the Government Veterinary Officer for the district from time to time and such fees may be retained jointly to cover any expenses in connection with the maintenance of the dipping tanks mentioned.

Hoewe No. 4.—Ongeveer 13 myl suidwes van die dorp en spoorwegstasie Potchefstroom geleë.

Verbeterings: Woonhuis, 2 boorgate, windpomp en sekere omheining.

Watervoorsiening: Twee boorgate. Geregtig tot suiping vir vee in die dam en spruit op gedeelte 12 van gedeelte H van die plaas Haaskraal No. 158, distrik Potchefstroom, soos deur die huurders en/of eienaars van genoemde gedeelte 12 vasgestel mag word.

Algemeen: Geskik vir mielies, kafferkring en grootvee. Gemiddelde Reënval: 24 duim per jaar.

Serwitute:

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

(2) Onderworpe aan en geregtig tot water, water-vore en 'n dam soos vollediger beskrywe in Serwituut-aktes Nos. 11/1898 en 24/1898.

(3) Gedeeltelik onderworpe aan die gebruik van 'n watervoor ten gunste van die eienaar van die resterende gedeelte van gedeelte B van die plaas Haaskraal No. 158, distrik Potchefstroom, saam met die huurders/eienaars wat reeds op gemelde plaas geplaas is of geplaas mag word.

Hierdie serwitute is vollediger beskryf in Transportakte No. 12799/1953.

SPESIALE OPMERKINGS.

(A) **Hoewes Nos. 1 en 3.**—Water vir besproeiings-doeleindes word verskaf deur die Departement van Besproeiing aan wie waterbelasting betaalbaar is. 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 besproeiare gebiede.

Weiding: Op die gemeenskaplike weiveld van die nedersetting kan die suksesvolle applikante 'n beperkte aantal vee aanhou soos bepaal mag word deur die Komitee van Beheer en/of die Minister.

(B) **Hoewes Nos. 1 tot 3.**—Die Goewerment waarborg nie die watertoevoer nie en is nie aanspreeklik nie in geval van verlies of skade van watter aard ookal gely mag word as gevolg van 'n tekort aan of die afkeer van water, deursyfering of oorstroming, wat ookal die oorsaak daarvan mag wees.

(C) **Hoewe No. 3.**—'n Komitee van beheer is ooreenkomstig artikel ses-en-veertig (1) (d) van die Kroongrond Nederzittings Wet, No. 12 van 1912, soos gewysig, en die regulasies gepubliseer by Goewermentskennisgewing No. 1479 van 4 Julie 1952, ingestel en die reëls van die komitee van beheer is op die suksesvolle applikant van toepassing.

(D) **Hoewe No. 1.**—'n Komitee van beheer is nog nie ingestel nie maar die Minister van Lande behou hom die reg voor om te eniger tyd te vereis dat die huurders op die nedersetting komitees van beheer ooreenkomstig artikel ses-en-veertig (1) (d) van die Kroongrond Nederzittings Wet, No. 12 van 1912, soos gewysig, en die regulasies gepubliseer by Goewermentskennisgewing No. 1479 van 4 Julie 1952, of wysigings daarvan, saamstel.

Tot tyd en wyl komitees van beheer ingestel is, moet alle paaië, regte van deurgang, brûe, dipbakke en omheinings deur die huurders gesamentlik en afsonderlik op hul eie koste en tot tevredenheid van die Regering in goeie orde en toestand gehou word. Die dipbakke moet op alle redelike tye vir die dip van die naburige vee beskikbaar wees. Die gelde betaalbaar deur die gebruikers van die dipbakke, mag die tariewe wat van tyd tot tyd deur die Goewermentsveearts vir die distrik vasgestel word, nie te bowe gaan nie, en dié gelde kan deur die huurders gesamentlik gehou word om enige onkoste in verband met die onderhoud van genoemde dipbakke te dek.

The committee of management is 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 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.

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 any portion of any holding required for public purposes or outspan purposes on payment of compensation therefor;
- (c) all rights to minerals are reserved either to the Crown or a third party, as provided for in the title deeds under which the Government holds the land;
- (d) 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;
- (e) 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 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 lessees;
- (f) 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;
- (g) 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;
- (h) it is a special condition of allotment that no indigenous trees on the holdings 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.

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 komitee van beheer word 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 nedersetting, behalwe die grensheining 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 nedersetting bestaan of later daarop opgerig word, en beheer oor die dip van vee daarin;
- (d) die verrigting van ander pligte waarvoor die huurders gesamentlik verantwoordelik is en in die algemeen vir die beheer oor alle sake van algemene belang.

SPECIALE 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 eiendomsbewyse waarkragtens die Goewerment die grond hou;
- (b) die Goewerment die reg sal hê om teen betaling van skadevergoeding die hoewes of enige gedeelte daarvan vir publieke doeleindes of vir 'n uitspanning terug te neem;
- (c) alle regte op minerale deur of die Goewerment of 'n derde party behou word, soos bepaal in die eiendomsbewyse waarkragtens die Goewerment die grond hou;
- (d) 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;
- (e) die Goewerment te eniger tyd die reg het om op 'n wyse, en op die voorwaardes wat wenslik geag mag word, damme en reservoirs op die hoewes te maak en om telegraaf- en telefoonlyne, paaie, spoorweë, watervore, pypleidings, kanale en afvoerslote op die hoewes op te rig en aan te lê, en hulle daardeur en daaroor te lei, in die belang van die publiek, of van die eenaar, huurder of bewoner van enige grond wat in die nabyheid van die hoewes geleë is, en om vir bogenoemde doeleindes materiaal daarvan te neem teen betaling (tensy dit by Wet anders bepaal word) aan die huurders van die bedrag geld, by wyse van vergoeding vir verlies of skade wat werklik gely mag wees, waartrent onderling tussen die Goewerment en die huurders ooreengekom mag word;
- (f) die huurkontrakte wat aan die suksesvolle applikante uitgereik sal word, sal verder die voorwaardes bevat wat gewoonlik by die huurkontrakte van hoewes op genoemde nedersettings ingelyf word;
- (g) 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;
- (h) dit is 'n spesiale voorwaarde van toekenning dat hoegenaamd geen inheemse bome op die hoewes of bome van enige soort op die gemeenskaplike weiveld, sonder die toestemming van die Minister van Lande afgekap of beskadig mag word 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 Nedersettings Wet, 1912, en wysigingswette.

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: $4\frac{3}{4}$ per cent per annum. In the event of extension of lease after five years: $4\frac{3}{4}$ 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 $4\frac{3}{4}$ 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:—

Holding No. 1 must be occupied within 3 months and for at least 9 months in every calendar year.

Holdings Nos. 2 to 4 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, whether they are indicated on the diagrams of the holdings or not, 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 at least 30 feet wide 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 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.

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: $4\frac{3}{4}$ persent per jaar. In geval van verlenging van huurkontrak na vyf jaar: $4\frac{3}{4}$ persent per jaar.

Ingeval die reg van voorwaardelike aankoop uitgeoefen word, is die koopprys betaalbaar in 65 gelyke jaarlikse paalemente wat kapitaal en rente insluit. Laasgenoemde word bereken teen 'n rentekoers van $4\frac{3}{4}$ 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:—

Hoewe No. 1 moet binne 3 maande in besit geneem word en vir minstens 9 maande in elke kalenderjaar bewoon word.

Hoewes Nos. 2 tot 4 moet binne 3 maande in besit geneem word en vir minstens 10 maande in elke kalenderjaar bewoon word.

Ploeëry en weiding.—Die huurkontrakte wat uitgereik sal word, sal 'n voorwaarde bevat dat die Minister van Lande hom die reg voorbehou om die totale oppervlakte wat op die hoewes geploeg, 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, of hulle op die kaarte van die hoewes aangetoon word of nie, 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 minstens 30 voet wyd 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 hoewe en aanspreeklik sal wees vir enige skade daaraan veroorsaak. Hy moet derhalwe onder geen omstandighede sonder behoorlike pompmasjinerie water daaruit trek nie.

Sommige boorgate is met handpompe of ander pomptoestelle toegerus. In gevalle waar geen pomptoestelle opgerig is nie behoort die suksesvolle applikante, alvorens hulle pompmasjinerie oprig, by die Direkteur van Besproeiing, Pretoria, navraag te doen betreffende die masjinerie wat die geskikte is vir gebruik in verband met die boorgate.

Opmetings.—Indien dit ooit nodig word om die hoewe opnuut op te meet of 'n sertifikaat van gewysigde titel uit te neem weens foute in die bestaande opmeting, moet alle koste van so 'n sertifikaat of wysigingstitel deur die huurder gedra word. Indien dit blyk dat die hoewe groter is as in hierdie kennisgewing vermeld, kom die voordeel daarvan aan die huurder toe sonder dat die koopprys van die hoewe verhoog word; blyk dit daarenteen dat die grond kleiner is as in hierdie kennisgewing vermeld, moet die huurder dit aanneem sonder vermindering van die koopprys en in so 'n geval het hy, ten opsigte daarvan, geen eis teen die Goewerment nie.

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 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.

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, and reserves the right to incorporate any further conditions or servitudes relating to the land, in the leases to be issued.

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

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

★ No. 2115.]

[15 October 1954.]

HOLDINGS TO LET.

Applications will be received at the office of the Provincial Representative, Department of Lands, P.O. Box 747, Cape Town, for a period of six weeks from the date of the first publication of this notice (thus expiring on the 26th November, 1954) for the lease of the under-mentioned holdings, for a period of five years without the option to purchase or extension of the lease period.

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 bepalings van die Kroongrond Nederzetting Wet, 1912, en wysigingswette wat op hom van toepassing is, insluitende voorwaardes van die huurkontrak, sal hy op 'n groongrondbrief geregtig wees.

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

Omheinings.—Ingeval die 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 howes, 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 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 dienoreenkomstig verhoog.

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

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

Algemeen.—In geval van ongelukke van persone of vee wat plaasvind as gevolg van die bestaan van skagte, tonnels en ander omstandighede geskep deur prospekterende mynwerksaamhede, onderneem voor die datum van die aanvang van die huurkontrak, is die huurder nie geregtig op vergoeding van die kant van die 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, en behou hom die reg voor om enige verdere voorwaardes of serwitute wat op die grond betrekking het, in die huurkontrakte wat uitgereik sal word, in te lyf.

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

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

★ No. 2115.]

[15 Oktober 1954.]

HOEWES TE HUUR.

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 26 November 1954, verstryk) kan daar by die kantoor van die Provinsiale Verteenwoordiger, Departement van Lande, Posbus 747, Kaapstad, aansoek gedoen word om die huur van ondergenoemde howes vir 'n tydperk van 5 jaar sonder die opsie om te koop of die huurtermyn te verleng.

The Minister of Lands reserves the right at any time to withdraw the holdings offered for lease by this notice.

All applications must be forwarded to the Provincial Representative, Department of Lands, P.O. Box 747, Cape Town, on the forms which are obtainable from the above-mentioned address or from the Magistrate of the District in which the holdings are situated.

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

Alle aansoeke moet gestuur word aan die Provinsiale Vereenwoordiger, Departement van Lande, Posbus 747, Kaapstad, op vorms wat verkrygbaar is by bogemelde adres of by die magistraat van die distrik waarin die hoewes geleë is.

CAPE PROVINCE/KAAPPROVINSIE.

DIVISION/AFDELING KURUMAN.

Holding No. <i>Hoewe No.</i>	HOLDING AVAILABLE. Name.	HOEWE BESIKKBAAR. Naam.	Area. <i>Grootte.</i>		Yearly Rental. <i>Jaarlikse huur.</i>
			Morgen. <i>Morg.</i>	Sq. Roods. <i>Vk. roede.</i>	
1	The farms DELVILLE, PALESTINE and/en	Die plase DAR-ES-SALAAM	8,308	365	£ s. d. 17 0 0
2	The farms MELVILLE and/en	Die plase KISMET	6,504	172	13 0 0
3	The farms SOMERVILLE and/en	Die plase LUCKNOW	6,332	328	17 0 0
4	The farm DIBBOS	Die plaas	6,809	48	16 0 0
5	Unsurveyed defined portion of the farm Kathu Bosreserwe	Onopgemete omskrewe gedeelte van die plaas Kathu-bosreservaat	2,067 approximately/ ongeveer	—	50 0 0
6	Unsurveyed defined portion of the farm Kathu Bosreserwe	Onopgemete omskrewe gedeelte van die plaas Kathu-bosreservaat	2,067 approximately/ ongeveer	—	50 0 0

DIVISION/AFDELING GORDONIA.

7	The farm GLIMLACH	Die plaas	4,361	379	8 0 0
8	The farm CRAIG ELLACHIE	Die plaas	10,610	523	17 0 0

DESCRIPTION OF HOLDINGS.

The particulars regarding the holdings are based on available information but applicants should satisfy themselves as to the correctness of the information furnished.

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

Holdings Nos. 1 to 3.

Improvements: Fencing on some of the holdings.

Water supply: None.

Grazing: Consists mainly of Kalahari grasses and bushes.

Carrying capacity: 15 morgen per head of large stock or 3 morgen per head of small stock.

Average rainfall: 4 inches per annum.

Situation: Holding No. 1 is approximately 80 miles north-west of Deben. Holdings Nos. 2 and 3 are from 40 to 60 miles west of Olifantshoek.

Holding No. 4.

Improvements: Handpump and borehole.

Water supply: None, except a borehole delivering salt water.

Grazing: Consists mainly of Kalahari grasses and bushes.

Carrying capacity: 450 head of large stock or 1,350 head of small stock.

Average rainfall: Approximately 4 inches per annum.

Situation: Approximately 100 miles north-west of Kuruman.

BESKRYWING VAN HOEWES.

Die besonderhede omtrent die hoewes is gegrond op beskikbare inligting, maar applikante moet hulself oortuig van die juistheid van die inligting wat verstrekk word.

Die afstand tussen die hoewes en die naaste dorpe, soos hieronder aangedui, is slegs volgens skatting.

Hoewes Nos. 1 tot 3.

Verbeterings: Omheining op sommige van die hoewes.

Watervoorsiening: Geen.

Weiding: Bestaan grotendeels uit Kalaharigrassoorte en -bossies.

Drakrag: 15 morg per stuks grootvee of 3 morg per stuks kleinvee.

Gemiddelde reënval: 4 duim per jaar.

Ligging: Hoewe No. 1 is ongeveer 80 myl noordwes van Deben. Hoewes Nos. 2 en 3 is van 40 tot 60 myl wes van Olifantshoek.

Hoewe No. 4.

Verbeterings: Handpomp en boorgat.

Watervoorsiening: Geen, behalwe boorgat waarvan die water sout is.

Weiding: Bestaan grotendeels uit Kalaharigrassoorte en -bossies.

Drakrag: 450 stuks grootvee of 1,350 stuks kleinvee.

Gemiddelde reënval: Ongeveer 4 duim per jaar.

Ligging: Ongeveer 100 myl noordwes van Kuruman.

Holdings Nos. 5 and 6.

Improvements: Boundary fencing.
Water supply: None.
Grazing: Grasses, "Rosyntjebos", "Vaalbos" and Camel thorn.
Carrying capacity: 206 head of large stock per holding.
Situation: Approximately 23 miles south-west of Kuruman on the Kuruman-Olifantshoek Road.
Special Remarks.—The defined portion of the farm leased to the successful applicant, as well as the area in which he may conduct boring operations for water will be pointed out to him.

Holding No. 7.

Improvements: Certain boundary fencing.
Water supply: None.
Grazing: Consists of Bushman and other Kalahari grasses as well as certain edible bushes.
Carrying capacity: 1 head of large stock or 7 head of small stock per 20 morgen.
Average rainfall: Approximately 5 inches per annum.
Situation: Approximately 68 miles east of Upington, the nearest township and railway station.

Holding No. 8.

Improvements: None.
Water supply: None.
Grazing: Consists of Kalahari grasses and other growth.
Carrying capacity: 1 head of large stock or 7 head of small stock per 20 morgen.
Average rainfall: Approximately 5 inches per annum.
Situation: 200 miles from Kuruman and 50 miles from Askham bus stop.

SPECIAL CONDITION.

Under no circumstances will an advance be granted for the purchase of stock or equipment or for effecting improvements on the holding.

GENERAL CONDITIONS.

1. The lease shall be valid for a period of five years.
2. The rental shall be paid yearly in advance at the office of the Provincial Representative, Department of Lands, Cape Town, or to such official as may from time to time be appointed for this purpose.
3. The lessor shall have the right at all times, upon giving ninety (90) days notice in writing, of terminating the lease should the land or a portion thereof be required by the Government for settlement purposes or for any other purpose.
4. The lessee shall be responsible and shall take steps to the satisfaction of the lessor, for the care and maintenance of all improvements which may exist on the land or which may be effected during the tenure of the lease.
5. The lessee shall develop and use the land exclusively for his own benefit and no trading shall be conducted on the land without the prior written consent of the lessor.
6. The lessee shall not, without the prior written consent of the lessor, let the land or any part thereof, or cede, assign or hypothecate his interests in the lease and no Natives, Coloureds or Asiatics, except the lessee's bona fide employees, shall reside on the land.
7. The lessor reserves the right to limit the number of persons who may reside on the land.
8. (a) The land shall be used solely for the purpose of stock-breeding and grazing.
(b) The carrying capacity of the land is as indicated above and this carrying capacity shall not be exceeded. The lessor, however, reserves the right to decrease or increase the number of stock permitted should he deem such action necessary or desirable.
(c) The lessee shall not, without the prior written consent of the lessor, allow the stock of any other person on the land.

Hoewes Nos. 5 en 6.

Verbeterings: Grensheinings.
Watervoorsiening: Geen.
Weiding: Grassoorte, rosyntjebos, vaalbos, en kameeldoring.
Drakrag: 206 stuks grootvee per hoewe.
Ligging: Ongeveer 23 myl suidwes van Kuruman langs die pad tussen Kuruman en Olifantshoek.
Spesiale opmerkings.—Die omskrewe gedeelte van die plaas wat aan die suksesvolle applikant verhuur word en ook dié gebied waarin hy na water kan boor, sal aan hom getoon word.

Hoewe No. 7.

Verbeterings: Sekere omheining.
Watervoorsiening: Geen.
Weiding: Bestaan uit Boesman- en ander Kalahari-grassoorte asook sekere bruikbare bossies.
Drakrag: 1 stuks groot vee of 7 stuks kleinvee per 20 morgen.
Gemiddelde reënval: Ongeveer 5 duim per jaar.
Ligging: Ongeveer 68 myl oos van Upington, die naaste dorp en spoorwegstasie.

Hoewe No. 8.

Verbeterings: Geen.
Watervoorsiening: Geen.
Weiding: Bestaan uit Kalaharigras en ander gewasse.
Drakrag: 1 stuks grootsvee of 7 stuks kleinvee per 20 morgen.
Gemiddelde reënval: Ongeveer 5 duim per jaar.
Ligging: 200 myl van Kuruman en 50 myl van Askham-bushalte.

SPESIALE VOORWAARDE.

Onder geen omstandighede sal daar 'n voorskot vir die aankoop van vee of gereedskap of die aanbring van verbeterings op die hoewe toegestaan word nie.

ALGEMENE VOORWAARDES.

1. Die huurkontrak is geldig vir 'n tydperk van vyf jaar.
2. Die huurgeld moet jaarliks vooruitbetaal word by die kantoor van die Provinsiale Verteenwoordiger, Departement van Lande, Kaapstad, of aan 'n amptenaar wat van tyd tot tyd vir dié doel aangestel mag word.
3. Die verhuurder het te alle tye die reg om die huurkontrak na negentig (90) dae skriftelike kennisgewing te beëindig indien die Goewerment die grond of 'n gedeelte daarvan vir nedersettingsdoeleindes of vir enige ander doel nodig het.
4. Die huurder is verantwoordelik vir die oppas en instandhouding van alle verbeterings wat op die grond mag bestaan of wat gedurende die huurtermyn aangebring mag word en moet tot tevredenheid van die verhuurder stappe doen om dit op te pas en in stand te hou.
5. Die huurder moet die grond uitsluitend tot sy eie voordeel ontwikkel en gebruik en daar mag geen handel op die grond gedryf word nie tensy die skriftelike toestemming van die verhuurder vooraf verkry is.
6. Die huurder mag nie die grond of 'n deel daarvan verhuur of sy belange in die huurkontrak oormak, seeder of verhypotekeer nie tensy die skriftelike toestemming van die verhuurder vooraf verkry is, en geen Naturelle, Keurlinge of Asiats, uitgesonderd die huurder se bona fide werknemers mag op die grond woon nie.
7. Die verhuurder behou hom dié reg voor om die getal persone wat op die grond mag woon, te beperk.
8. (a) Die grond moet uitsluitend vir veeteelt- en weidingsdoeleindes gebruik word.
(b) Die drakrag van die grond is soos hierbo aangedui, en hierdie drakrag mag nie oorskry word nie. Die verhuurder behou hom egter die reg voor om die getal vee wat toegelaat word, te verminder of te vermeerder indien hy dit nodig of wenslik ag.
(c) Die huurder mag nie iemand anders se vee op die grond toelaat nie tensy die skriftelike toestemming van die verhuurder vooraf verkry is.

9. (a) The lessee shall not, without the prior written consent of the lessor, fell, destroy or damage any trees on the land and without such consent no dead wood or trees which may, with the permission of the lessor, have been uprooted or felled, shall be sold or removed from the land; provided that the lessee shall have the right to use any dead wood on the land as fuel or for domestic purposes without such permission.

(b) The lessee shall be responsible for the eradication of noxious weeds and the extermination of vermin on the land and shall take such steps in connection therewith as the lessor may require.

(c) The lessee shall be responsible for taking reasonable soil conservation measures and for the preservation of the fertility of the land. Should the lessor incur any costs in connection with any soil conservation measures in terms of the Soil Conservation Act of 1946 and/or for the erection of boundary fencing on the land, the rental shall be increased by an amount equivalent to six per cent (6%) interest on the amount of such costs and the lessee undertakes to pay such increased rental.

10. The lessee shall be responsible for the prompt payment of all such rates as may be payable in respect of the property, as a result of the lease.

11. (a) All rights of way, roads and thoroughfares which exist on the land shall remain free and uninterrupted, unless closed or deviated by order of a competent authority. The lessee shall be bound to grant to any adjacent or neighbouring lessee or owner a way or road of necessity to or from the land of such adjacent or neighbouring lessee or owner, in a suitable direction to the nearest public road should this be deemed necessary by the lessor.

(b) The lease shall be subject to the reservation in favour of the travelling public of 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 trekpaths, such trekpaths 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 trekpaths, such routes or courses, however, not to exceed the width of 400 yards.

12. (a) The lessee shall during the lease period and commencing not later than six months from the date of commencement of this lease, at his own cost and on his own responsibility, endeavour to the satisfaction of the lessor, to provide a water supply on the land by means of boreholes, wells or dams.

(b) The lessee shall not take water from any borehole which may exist or which he may sink, except by means of a properly installed pumping plant.

(c) The Department of Irrigation and/or any other Government Department shall at all times have the right to take water from any boreholes on the land for their purposes without payment of compensation.

(d) Pipes and/or equipment shall only be removed from a borehole on the land or placed in such borehole, with the assistance or under the supervision of a representative of the Department of Irrigation or such other person as may be authorised thereto by the lessor.

9. (a) Die huurder mag nie bome op die grond afkap, verniel of beskadig nie tensy die toestemming van die verhuurder vooraf verkry is, en sonder daardie toestemming mag geen droë hout of bome wat met die toestemming van die verhuurder ontwortel of afgekap is, verkoop of van die grond verwyder word nie; met dien verstande dat die huurder die reg het om sonder sodanige toestemming droë hout op die grond vir brandstof of huishoudelike doeleindes te gebruik.

(b) Die huurder is verantwoordelik vir die uitroeiing van skadelike onkruid en ongediertes op die grond en moet dié stappe in verband daarmee doen wat die verhuurder mag vereis.

(c) Die huurder is verantwoordelik vir die tref van redelike grondbewaringsmaatreëls en vir die instandhouding van die vrugbaarheid van die grond. Ingeval die verhuurder koste aangaan in verband met veldbewaringsmaatreëls kragtens die Veldbewaringswet van 1946 en/of vir die oprigting van grensomheining op die grond, word die huurgeld vermeerder met 'n bedrag gelyk aan ses persent (6%) rente op die bedrag van sodanige koste, en die huurder verbind hom om sodanige verhoogde huurgeld te betaal.

10. Die huurder is verantwoordelik vir die stiptelike betaling van al die belastinge wat as gevolg van die huurkontrak op die eiendom betaalbaar mag wees.

11. (a) Alle regte van weg, paaie en deurgange wat op die grond bestaan, moet vry en onbelemmerd bly tensy hulle op las van 'n bevoegde owerheid gesluit of verlê word. As die verhuurder dit nodig ag, is die huurder verplig om aan 'n aangrensende of naburige huurder of eienaar 'n noodweg of -pad na of van die grond van sodanige aangrensende of naburige huurder of eienaar in 'n geskikte rigting na die naaste publieke pad te gee.

(b) Die huurkontrak is onderworpe aan die voorbehoud, ten gunste van die reisende publiek, van die reg om oor die grond te gaan en om hul vee te laat wei aan weerskante van sodanige pad of paaie wat oor die grond loop, op die kaart(e) aangedui word en wat met die goedkeuring van die Administrateur, deur die Afdelingsraad aangewys mag word as trekpaaie. Sodanige trekpaaie moet nie breër as 200 jaarts aan weerskante van sodanige pad of paaie wees nie; met dien verstande dat waar daar geen paaie is nie of, volgens die mening van die Administrateur, onvoldoende paaie op die kaart(e) aangedui word, die publiek wat oor die grond reis, die reg sal hê om oor die grond te gaan en hul vee te laat wei langs dié roetes of in dié bane wat met die goedkeuring van die Administrateur, deur die Afdelingsraad aangewys mag word as trekpaaie. Sodanige roetes of bane moet egter nie breër as 400 jaarts wees nie.

12. (a) Die huurder moet gedurende die huurtermyn en op eie koste en verantwoordelikheid pogings tot tevredeheid van die verhuurder aanwend om voorsiening vir 'n watervoorraad deur middel van boorgate, putte of damme op die grond te maak en hy moet binne ses maande vanaf die datum waarop die huurkontrak van krag word, daarmee begin.

(b) Die huurder mag geen water uit 'n boorgat wat reeds mag bestaan of wat hy mag maak, haal nie tensy hy dit doen deur middel van 'n behoorlik geïnstalleerde pompstelsel.

(c) Die Departement van Besproeiing en/of enige ander Staatsdepartement het te alle tye die reg om sonder betaling van vergoeding, water uit enige boorgat op die grond vir hul doeleindes te neem.

(d) Pype en/of uitrustings mag alleen met die hulp of onder die toesig van 'n verteenwoordiger van die Departement van Besproeiing of 'n ander persoon wat deur die verhuurder daartoe gemagtig mag word, uit 'n boorgat op die grond verwyder of in sodanige boorgat geplaas word.

13. The lessee shall not capture, hunt or shoot any game on the land.

14. The lessee shall have no claim whatsoever to payment of any compensation in respect of any improvements which he may effect on the land. In the event of the termination of the lease, the lessee shall be entitled to remove all improvements which may have been effected by him on the land, nor later than the date on which the lease terminates and any improvements which have not been removed by such date, shall become the property of the lessor.

15. Should the lease at any time be terminated with the view to making the land available for settlement purposes in terms of the Land Settlement Act, No. 12 of 1912, and the Land Board considers it desirable that any improvements, which may have been effected by the lessee and which are calculated by that body to increase the value of the land as a settlement holding, should be taken over by the Government, the lessor shall be entitled to take over such improvements from the lessee on payment of such compensation as the lessor, on the recommendation of the Land Board, may determine.

16. Officials or representatives of the State shall have the right at all times to enter upon the land in connection with the execution of any duties which may be imposed on them.

17. The land shall be subject to all servitudes specially relating thereto or encumbering it and the lessee shall be entitled to the benefits of any servitude in favour of the land, not expressly excluded by a condition of the lease.

18. In no circumstances shall the lessor be liable for any loss, damage or inconvenience which the lessee may suffer by reason of the presence on the land of any person or of any stock, whether with or without the knowledge of the lessor, or for the removal of any such person or stock.

19. The lessee shall not be entitled to compensation from the Government or from a prospector or claimholder for damage which he may suffer as a result of accidents to persons or animals occasioned by the existence of shafts, tunnels and other conditions arising out of prospecting and/or mining operations which may have been undertaken on the land before the date of the commencement of the lease.

20. The lease shall be subject to immediate termination by the lessor in the event of contravention of or non-compliance with any of the conditions of the lease by the lessee and in the event of such termination of the lease, the lessee shall not be entitled to a refund of any portion of the rental which he may have paid.

21. The lessee acknowledges that should it be decided to allot the land in terms of the Land Settlement Act, No. 12 of 1912, as amended, or otherwise to alienate it, the lease shall not entitle him, in the event of his being an applicant, to preference over other applicants.

22. The lessor does not undertake to indicate the boundary pegs or beacons of the land or to bear any costs in connection with the pointing out of such boundary pegs or beacons.

23. 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 land leased 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 chooses the land as his *domicilium citandi et executandi* and agrees to submit to the jurisdiction of the magistrate's court in all such cases.

13. Die huurder mag geen wild op die grond vang, jag of skiet nie.

14. Die huurder het hoegenaamd geen aanspraak op die betaling van vergoeding ten aansien van verbeterings wat hy op die grond mag aanbring nie. Die huurder is ingeval van die beëindiging van die huurkontrak, daartoe geregtig om voor of op die datum waarop die huurkontrak ten einde loop, alle verbeterings wat hy aangebring mag het, van die grond te verwyder, en alle verbeterings wat teen sodanige datum nie van die grond verwyder is nie, word die eiendom van die verhuurder.

15. Indien die huurkontrak te eniger tyd beëindig word met die oog daarop om die grond vir nedersettingsdoelendes ingevolge die bepalings van die Kroongrond Nederzetting Wet, No. 12 van 1912, beskikbaar te stel en die Landraad ag dit wenslik dat verbeterings wat die huurder aangebring mag het en wat volgens die mening van daardie liggaam die waarde van die grond as 'n nedersettingshoeve verhoog, deur die Goewerment oorgeneem moet word, is die verhuurder daartoe geregtig om sodanige verbeterings van die huurder oor te neem teen betaling van dié vergoeding wat die verhuurder op aanbeveling van die Landraad mag bepaal.

16. Amptenare of verteenwoordigers van die Staat het die reg om te alle tye die grond te betree in verband met die uitvoering van pligte wat hulle opgelê mag word.

17. Die grond is onderworpe aan alle servitude wat spesiaal daarop betrekking het of waarmee dit beswaar is, en die huurder is geregtig tot die voordele van enige servituut ten gunste van die grond, wat nie uitdruklik deur 'n voorwaarde in die huurkontrak uitgesluit is nie.

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

19. Die huurder is nie geregtig tot vergoeding deur die Goewerment of deur 'n prospekteerder of kleimhouer vir skade wat hy mag ly as gevolg van ongelukke aan persone of diere wat veroorsaak is deur die bestaan van skagte, tonnells en ander toestande wat voortspruit uit prospekteer- en/of mynbouwerkzaamhede wat voor die datum van aanvang van die huurkontrak op die grond onderneem is nie.

20. Die verhuurder kan die huurkontrak onmiddellik beëindig ingeval van die verbreking of nie-nakoming, deur die huurder van enigeen van die voorwaardes van die huurkontrak en ingeval van sodanige beëindiging van die huurkontrak, is die huurder nie tot terugbetaling van enige deel van die huurgeld wat hy mag betaal het, geregtig nie.

21. Die huurder erken dat, indien daar besluit mag word om die grond kragtens die Kroongrond Nederzetting Wet, No. 12 van 1912, soos gewysig, toe te ken of op 'n ander manier te vervreem, die huurkontrak geen voorkeur aan hom, ingeval hy 'n applikant is, bo ander applikante verleen nie.

22. Die verhuurder verbind hom nie om die grenspenne of bakens van die grond aan te wys of om koste in verband met die aanwysing van sodanige grenspenne of bakens te dra nie.

23. Alle kennisgewings en aanmanings wat ingevolge die huurkontrak aan die huurder gestuur word, word beskou as behoorlik en voldoende beteken as hulle aan hom op die verhuurde grond geadresseer en per geregistreerde pos versend is, en vir die doeleindes van regs-gedinge of geskille wat uit die huurkontrak voortspruit of daarmee in verband staan, kies die huurder die grond as sy *domicilium citandi et executandi* en stem hy daartoe in om hom in al sulke sake aan die jurisdiksie van die magistratshof te onderwerp.

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