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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 Notices are published for general information:—

DEPARTMENT OF LANDS.

* No. 2440.]

[26 November 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, the Provincial Representative, Department of Lands, Pietermaritzburg, and 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 7th January, 1955) 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 14 must be forwarded to the Secretary for Lands, Union Buildings, Pretoria, applications for Holding No. 16 must be forwarded to the Provincial Representative, Department of Lands, Cape Town, and applications for Holding No. 15 must be forwarded to the Provincial Representative, Department of Lands, Pietermaritzburg, on the prescribed forms which are obtainable from the above-mentioned addresses, from the Magistrates of the Divisions in which the holdings are situate or from the Inspectors of Lands of the inspectorates in which the holdings are located.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN LANDE.

* No. 2440.]

[26 November 1954.

HOEWES BESKIKBAAR 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 7 Januarie 1955 verstryk), kan daar by die kantoor van die Provinsiale Verteenwoordiger, Departement van Lande, Kaapstad, die Provinsiale Verteenwoordiger, Departement van Lande, Pietermaritzburg, en 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 reg om die grond te eniger tyd gedurende die termyn van die huurkontrak of by verstryking daarvan aan te koop op voorwaardelike koop-huurkontrak wat oor 'n tydperk van vyf-en-sestig (65) jaar strek, ooreenkomstig en behoudens die bepalings 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 of al die hoewes wat in hierdie kennisgewing vir toekenning aangebied word, te eniger tyd terug te trek.

Alle aansoeke om Hoewes Nos. 1 tot 14 moet gestuur word aan die Sekretaris van Lande, Uniegebou, Pretoria, om Hoewe No. 16 aan die Provinsiale Verteenwoordiger, Departement van Lande, Kaapstad, en om Hoewe No. 15 aan die Provinsiale Verteenwoordiger, Departement van Lande, Pietermaritzburg, op die voorgeskrewe vorms wat verkrygbaar is by bogenoemde adresse, by die magistrate van die afdelings waarin die hoewes geleë is of by die Inspekteurs van Lande in wie se inspeksieafdelings die hoewes val.

PROVINCE/PROVINSIE TRANSVAAL.

DISTRICT/DISTRIK LETABA.

Holding No. Hoewe No.	HOLDINGS FOR DISPOSAL.		Area. Grootte.		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). <i>Jaarlikse paaimeute van koopprys (rente inbegrepe).</i>
	Name and Number.	<i>Naam en nommer.</i>	Morgen. <i>Morg.</i>	Sq. Roods. <i>Vk. roedes.</i>		3rd Year, Yearly Rental. <i>3de jaar, jaarlikse huur.</i>	4th and 5th Years, Yearly Rental. <i>4de en 5de jaar, jaarlikse huur.</i>	
1	The farm	Die plaas DROEBULT No. 193.	2,388	556	£ 6,444	£ s. d. 64 8 10 1%	£ s. d. 64 8 10 1%	£ s. d. 134 6 11 1%
2	The farm	Die plaas GENOEG No. 493.	2,313	521	6,684	66 16 10 1%	66 16 10 1%	139 7 0 1%

DISTRICT/DISTRIK LICHTENBURG.

3	Portion A of the farm	Gedeelte A van die plaas SPEKHOUTBOOM No. 130.	632	38	3,603	72 1 2	171 2 10	178 14 0
4	Portion B of the farm	Gedeelte B van die plaas SPEKHOUTBOOM No. 130.	632	39	4,306	86 2 5	204 10 9	213 11 4
5	Portion C of the farm	Gedeelte C van die plaas SPEKHOUTBOOM No. 130.	632	39	3,758	75 3 3	178 10 1	186 7 9
6	Portion D of the farm	Gedeelte D van die plaas SPEKHOUTBOOM No. 130.	632	36	3,786	75 14 5	179 16 9	187 15 6
7	The remaining extent of the farm	Die resterende gedeelte van die plaas SPEKHOUTBOOM No. 130.	653	172	3,941	78 16 5	187 4 0	195 9 3

DISTRICT/DISTRIK MARICO.

8	Portion 6 of the farm	Gedeelte 6 van die plaas PACHSDRAAI No. 344.	904·8370	—	3,545	70 18 0	168 7 9	175 16 5
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DISTRICT/DISTRIK PIETERSBURG.

9	The farm	Die plaas STRIJDOMSHOEK No. 2382.	156	103	2,338	46 15 2	111 1 1	115 19 2
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DISTRICT/DISTRIK ZOUTPANSBERG.

10	(a) The farm	(a) Die plaas PALMGROVE No. 1278, and/en	2,605	587	3,132	31 6 5 1%	31 6 5 1%	65 5 11 1%
	(b) The farm	(b) Die plaas STEENBOKRANDJES No. 1277.						
11	(a) The farm	(a) Die plaas UDINI No. 1281 and/en	2,741	201	3,873	38 14 7	38 14 7	80 14 11
	(b) The Farm	(b) Die plaas CHIRUNDU No. 1280				1%	1%	1%
12	(a) The farm	(a) Die plaas PANGBOURNE No. 826 and/en	2,341	165	3,447	34 9 5 1%	34 9 5 1%	71 17 3 1%
	(b) The farm	(b) Die plaas BROCKHAM No. 827.						
13	(a) Portion A of the farm	(a) Gedeelte A van die plaas RANDJESFONTEIN No. 1282; (b) The farm	2,675	348	3,415	34 3 0 1%	34 3 0 1%	71 3 11 1%
	(b) The farm	MAGDALA No. 818; and/en						
	(c) The farm	(c) Die plaas DOVER No. 819.						
14	(a) The remaining extent of the farm	(a) Die resterende gedeelte van die plaas RANDJESFONTEIN No. 1282; and/en	2,681	443	3,510	35 2 0 1%	35 2 0 1%	73 3 7 1%
	(b) The farm	(b) Die plaas BOSCHRAND No. 1279.						

PROVINCE/PROVINSIE NATAL.

DISTRICT/DISTRIK UNDERBERG.

Holding No. Hoewe No.	HOLDINGS FOR DISPOSAL.		Area. Grootte.		Purchase Price. Koopprys.	Rental during Lease Period, 1st and 2nd Years, Nil. Huur gedurende huurtermyn, 1ste en 2de jaar, niks.		Yearly Purchase Instalments (including Interest). Jaarlikse paaiemente van koopprys (rente inbegrepe).
	Name and Number.	Naam en nommer.	Morgen. Morg.	Sq. Roods. Vk. roedes.		3rd Year, Yearly Rental. 3de jaar, jaarlikse huur.	4th and 5th Years, Yearly Rental. 4de en 5de jaar, jaarlikse huur.	
15	Subdivision 10 of the farm NEW BIGGIN No. 13390.	Onderverdeling 10 van die plaas NEW BIGGIN no. 13390	976.0814 acres approx./ongeveer 461 morgen/morg.		£ 3,081	£ s. d. 61 12 5	£ s. d. 146 6 11	£ s. d. 152 16 2

CAPE PROVINCE/KAAPPROVINSIE.

DIVISION/AFDELING TULBAGH.

Holding No. Hoewe No.	HOLDINGS FOR DISPOSAL.		Area. Grootte.		Purchase Price. Koopprys.	Rental during Lease Period, 1st and 2nd Years, Nil. Huur gedurende huurtermyn, 1ste en 2de jaar, niks.		Yearly Purchase Instalments (including Interest). Jaarlikse paaiemente van koopprys (rente inbegrepe).
	Name and Number.	Naam en nommer.	Morgen. Morg.	Sq. Roods. Vk. roedes.		3rd Year, Yearly Rental. 3de jaar, jaarlikse huur.	4th and 5th Years, Yearly Rental. 4de en 5de jaar, jaarlikse huur.	
16	(a) Remainder of portion of ARTOIS (b) Portion of ZEVENFONTEIN B	(a) Restant van gedeelte van ARTOIS (b) Gedeelte van ZEVENFONTEIN B	360 morgen/morg (approximately/ongeveer)		£ 2,653	£ s. d. 53 1 2	£ s. d. 126 0 4	£ s. d. 131 11 8

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 70 miles east of Tzaneen Township and Railway Station and 40 miles east of Gravelotte Railway Station.

Improvements: Borehole and certain fencing.

Water supply: Borehole.

General: Suitable for cattle. The grazing consists of sweet and sour grass with ordinary bushveld trees.

Carrying capacity: 15 morgen per head of large stock.

Average rainfall: 10 to 12 inches per annum. Situate in a malaria area.

Servitude: Subject to a servitude of outspan measuring 1/75th of 2,388 morgen 556 square roods.

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 verstrekk word.

Hoewe No. 1.—Ongeveer 70 myl oos van die dorp en spoorwegstasie Tzaneen en 40 myl oos van die spoorwegstasie Gravelotte geleë.

Verbeterings: Boorgat en sekere omheinings.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir beesboerdery. Die weiding bestaan uit soet- en suurgras met gewone bosveldbome.

Drakrag: 15 morg per stuk grootvee.

Gemiddelde reënval: 10 tot 12 duim per jaar. In 'n maraliagebied geleë.

Serwituut: Onderworpe aan 'n serwituut van uitspanning groot 1/75ste van 2,388 morg 556 vierkante roedes.

Holding No. 2.—Situate approximately 85 miles east of Tzaneen Township and Railway Station and 40 miles north-east of Gravelotte Railway Station.

Improvements: Borehole, cement dam, Lister engine and powerhead.

Water supply: Borehole.

General: Suitable for cattle. The grazing consists of sweet and sour grass with ordinary bushveld trees.

Carrying capacity: 15 morgen per head of large stock.

Average rainfall: 10 inches per annum. Situate in a malaria area.

Servitude: Subject to a servitude of outspan measuring 1/75th of 2,313 morgen 521 square roods.

Special Remark.—The value of the improvements consisting of a cement dam, Lister engine and powerhead which have been effected on the holding by the temporary lessee, is included in the purchase price, but if negotiations with the temporary lessee for the taking over thereof at the value which is included in the purchase price, should not succeed, the purchase price (as well as the yearly rentals and instalments) will be amended accordingly.

Special Conditions.

Holding No. 2.

The lease and Crown Grant which may subsequently be issued in respect of this holding will be subject to the following conditions:—

- (a) All rights to minerals on or under the holding are specifically reserved to the Government.
- (b) In order to maintain the status of this holding as Crown land for purposes of the mineral laws, the land has been added to the Second Schedule of the Reserved Minerals Development Act, No. 55 of 1926.
- (c) In order to enable the State to exercise its rights to minerals, its officials shall at all times be entitled to enter upon the land and to prospect and carry out mining operations. Similar facilities shall be allowed to any other person to whom the right has been granted in terms of the mineral laws to prospect and conduct mining operations.
- (d) Any prospector in possession of the necessary licence shall be entitled to acquire such area of the holding which may, in the opinion of the Mining Commissioner, reasonably be required for prospecting or mining purposes.
- (e) As the land is proclaimed as a public digging for precious and base metals, in accordance with the mineral laws, it is subject to all the servitudes in terms of the Acts applicable to proclaimed land; provided that the lessee or owner will not be entitled to any owners' reservations or the half share in any claim licence moneys or mining lease moneys which are being received or which may be received in connection with mining rights on the holding.

Holding No. 3.—Situate approximately 24 miles north-east of Lichtenburg Township and Railway Station.

Improvements: Borehole.

Water supply: Borehole.

General: Suitable for maize, kaffircorn, peanuts, large and small stock. The grazing consists of sweet and sour grass.

Carrying capacity: 6 morgen per head of large stock or 2½ morgen per head of small stock.

Average rainfall: 18 to 20 inches per annum.

Hoewe No. 2.—Ongeveer 85 myl oos van die dorp en spoorwegstasie Tzaneen en 40 myl noordoos van die spoorwegstasie Gravelotte geleë.

Verbeterings: Boogat, sementdam, Lister-enjin en kragkop.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir beesboerdery. Die weiding bestaan uit soet- en suurgras met bosveldbome.

Drakrag: 15 morg per stuk grootvee.

Gemiddelde reënval: 10 duim per jaar. In 'n malaria-gebied geleë.

Serwituut: Onderworpe aan 'n serwituut van uitspanning groot 1/75ste van 2,313 morg 521 vierkante roedes.

Spesiale opmerking.—Die waarde van die verbeterings bestaande uit 'n sementdam, Lister-enjin en kragkop wat deur die tydelike huurder op die hoewe aangebring is, is by die koopprys ingesluit, maar indien onderhandelings met die tydelike huurder vir die oorneem daarvan teen die waarde wat daarvoor by die koopprys ingesluit is, nie slaag nie, sal die koopprys (asook die jaarlikse huur en paaielemente van die koopprys) dienoreenkomstig gewysig word.

Spesiale voorwaardes.

Hoewe No. 2.

Die huurkontrak en Kroongrondbrief wat later ten opsigte van hierdie hoewe uitgereik mag word, sal aan die volgende voorwaardes onderworpe gemaak word:—

- (a) Alle regte op minerale op of onder die hoewe word uitdruklik aan die Staat voorbehou.
- (b) Ten einde die status van die hoewe as Kroongrond vir die toepassing van die mineraalwette te behou, is die grond aan die Tweede Bylae van die Wet op de Ontginning van Voorbehouden Mineralen, No. 55 van 1926, toegevoeg.
- (c) Ten einde die Staat in die geleentheid te stel om sy regte op minerale uit te oefen, is sy amptenare te eniger tyd geregtig om op die grond te gaan om te prospekter en mynwerksaamhede te verrig. Dieselfde fasiliteite moet toegestaan word aan ander persone aan wie die reg verleen is kragtens die mineraalwette om te prospekter en mynwerksaamhede te verrig.
- (d) Enige prospekterder in besit van die nodige lisensie is geregtig om soveel van die oppervlakte van die hoewe as wat na die mening van die Mynkommisaris redelikerwys nodig mag wees vir prospekter-of myndoeleindes, te verkry.
- (e) Aangesien die grond ingevolge die mineraalwette as 'n publieke delwery vir edele en onedele metale geproklameer is, is dit onderworpe aan al die serwitude ingevolge die wette wat op geproklameerde grond betrekking het; met dien verstande dat die huurder of eienaar nie geregtig is op eienaarsvoorbehoude of die halwe aandeel van enige kleim-lisensie-of mynhuurgelde ten opsigte van mynregte op die hoewe wat ontvang word of ontvang mag word nie.

Hoewe No. 3.—Ongeveer 24 myl noordoos van die dorp en spoorwegstasie Lichtenburg geleë.

Verbeterings: Boorgat.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir mielies, kafferkoring, grondbone, groot- en kleinvee. Die weiding bestaan uit soet- en suurgras.

Drakrag: 6 morg per stuk grootvee of 2½ morg per stuk kleinvee.

Gemiddelde reënval: 18 tot 20 duim per jaar.

Holding No. 4.—Situate approximately 24 miles north-east of Lichtenburg Township and Railway Station.

Improvements: Dwelling-house, borehole with windmill and bluegum trees.

Water supply: Borehole.

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

Carrying capacity: 6 morgen per head of large stock or 2½ morgen per head of small stock.

Average rainfall: 18 to 20 inches per annum.

Holding No. 5.—Situate approximately 24 miles north-east of Lichtenburg Township and Railway Station.

Improvements: Borehole.

Water supply: Borehole.

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

Carrying capacity: 6 morgen per head of large stock or 2½ morgen per head of small stock.

Average rainfall: 18 to 20 inches per annum.

Holding No. 6.—Situate approximately 24 miles north-east of Lichtenburg Township and Railway Station.

Improvements: Borehole.

Water supply: Borehole.

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

Carrying capacity: 6 morgen per head of large stock or 2½ morgen per head of small stock.

Average rainfall: 18 to 20 inches per annum.

Holding No. 7.—Situate approximately 24 miles north-east of Lichtenburg Township and Railway Station.

Improvements: Borehole.

Water supply: Borehole.

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

Carrying capacity: 6 morgen per head of large stock or 2½ morgen per head of small stock.

Average rainfall: 18 to 20 inches per annum.

Servitude: Subject to a servitude of outspan measuring 1/75th of 3,181 morgen 324 square rods.

Holding No. 8.—Situate approximately 33 miles north of Groot Marico Township and Railway Station.

Improvements: Dwelling-house, borehole with power-head and engine, corrugated iron dam, piping, and certain fencing.

Water supply: Borehole and Marico River.

General: Suitable for maize, kaffir-corn, peanuts, cattle, bastard sheep and goats. The grazing consists of mixed grass with trees and shrubs.

Carrying capacity: 5 morgen per head of large stock or 1 morgen per head of small stock.

Average rainfall: 15 to 20 inches per annum.

Servitude: The mineral and ancillary rights are reserved in favour of a third party.

Holding No. 9.—Situate approximately 8 miles west of Pietersburg Township and Railway Station.

Improvements: Dwelling-house, shed, three boreholes (one very weak), windmill and tank, cement dam, earth dam, wire-netting around house, lavatory and certain fencing.

Water supply: Boreholes and dam.

General: Suitable for summer crops: maize, kaffir-corn, peanuts, etc. The grazing consists of sweet grass with occasional thorn-trees.

Carrying capacity: 5 morgen per head of large stock or 2 morgen per head of small stock.

Average rainfall: 18 inches per annum.

Servitude: Subject to a servitude of outspan measuring 5 morgen.

Special Condition: Subject to the conditions of Ordinance No. 25 of 1904 (Transvaal) known as the Occupation Farms Ordinance, 1904, and referred to in Deed of Transfer No. 25722/1952.

Hoewe No. 4.—Ongeveer 24 myl noordoos van die dorp en spoorwegstasie Lichtenburg geleë.

Verbeterings: Woonhuis, boorgat met windpomp en bloekombome.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir mielies, kaffer-koring, grondbone, groot- en kleinvee. Die weiding bestaan uit soet- en suurgras.

Drakrag: 6 morg per stuk grootvee of 2½ morg per stuk kleinvee.

Gemiddelde reënval: 18 tot 20 duim per jaar.

Hoewe No. 5.—Ongeveer 24 myl noordoos van die dorp en spoorwegstasie Lichtenburg geleë.

Verbeterings: Boorgat.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir mielies, kaffer-koring, grondbone, groot- en kleinvee. Die weiding bestaan uit soet- en suurgras.

Drakrag: 6 morg per stuk grootvee of 2½ morg per stuk kleinvee.

Gemiddelde reënval: 18 tot 20 duim per jaar.

Hoewe No. 6.—Ongeveer 24 myl noordoos van die dorp en spoorwegstasie Lichtenburg geleë.

Verbeterings: Boorgat.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir mielies, kaffer-koring, grondbone, groot- en kleinvee. Die weiding bestaan uit soet- en suurgras.

Drakrag: 6 morg per stuk grootvee of 2½ morg per stuk kleinvee.

Gemiddelde reënval: 18 tot 20 duim per jaar.

Hoewe No. 7.—Ongeveer 24 myl noordoos van die dorp en spoorwegstasie Lichtenburg geleë.

Verbeterings: Boorgat.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir mielies, kaffer-koring, grondbone, groot- en kleinvee. Die weiding bestaan uit soet- en suurgras.

Drakrag: 6 morg per stuk grootvee of 2½ morg per stuk kleinvee.

Gemiddelde reënval: 18 tot 20 duim per jaar.

Serwituut: Onderworpe aan 'n serwituut van uitspanning groot 1/75ste van 3,181 morg 324 vierkant roedes.

Hoewe No. 8.—Ongeveer 33 myl noord van die dorp en spoorwegstasie Groot-Marico geleë.

Verbeterings: Woonhuis, boorgat met kragkop en enjin, sinkdam, pype, en sekere omheininge.

Watervoorsiening: Boorgat en Maricorivier.

Algemeen: Geskik vir mielies, kaffer-koring, grondbone, beeste, basterskape en bokke. Die weiding bestaan uit gemengde gras met bome en struie.

Drakrag: 5 morg per stuk grootvee of 1 morg per stuk kleinvee.

Gemiddelde reënval: 15 tot 20 duim per jaar.

Serwituut: Die mineraal- en ondergeskikte regte is ten gunste van 'n derde party voorbehou.

Hoewe No. 9.—Ongeveer 8 myl wes van die dorp en spoorwegstasie Pietersburg geleë.

Verbeterings: Woonhuis, skuur, drie boorgate (een baie swak), windpomp en tenk, sementdam, grond-dam, sifdraad om huis, gemak-huisie en sekere omheininge.

Watervoorsiening: Boorgate en dam.

Algemeen: Geskik vir somergewasse: mielies, kaffer-koring, grondbone, ens. Die weiding bestaan uit soetgras met enkele doringbome.

Drakrag: 5 morg per stuk grootvee of 2 morg per stuk kleinvee.

Gemiddelde reënval: 18 duim per jaar.

Serwituut: Onderworpe aan 'n serwituut van uitspanning groot 5 morg.

Spesiale voorwaarde: Onderworpe aan die voorwaardes van Ordonnansie No. 25 van 1904 (Transvaal) bekend as die Okkupasieplase-ordonnansie, 1904, en genoem in Transportakte No. 25722/1952.

Holding No. 10.—Situate approximately 13 miles east of Messina Township and Railway Station.

Improvements: Two boreholes with handpumps, piping and two drinking troughs.

Water supply: Boreholes.

General: Suitable for cattle. The grazing consists of sweet grass with bushveld trees.

Carrying capacity: 15 morgen per head of large stock.

Average rainfall: 13 inches per annum.

Servitude: Subject to two servitudes of outspan measuring (a) 1/75th of 1,297 morgen 570 square roods; and (b) 1/75th of 1,308 morgen 17 square roods.

Holding No. 11.—Situate approximately 15 miles east of Messina Township and Railway Station.

Improvements: Two boreholes, handpump, two cement dams, two drinking troughs and certain fencing.

Water supply: Boreholes.

General: Suitable for cattle. The grazing consists of sweet grass with bushveld trees.

Carrying capacity: 15 morgen per head of large stock.

Average rainfall: 13 inches per annum.

Servitude: Subject to two servitudes of outspan measuring (a) 1/75th of 1,578 morgen 237 square roods; and (b) 1/75th of 1,162 morgen 564 square roods.

Holding No. 12.—Situate approximately 6 miles south of Messina Township and Railway Station.

Improvements: Dwelling-house, three wells, pump, engine, handpump and piping, cement dam, sheep dipping tank, two rondavels, Native room and certain fencing.

Water supply: Sand River and wells.

General: Suitable for cattle. The grazing consists of sweet grass with bushveld trees.

Carrying capacity: 15 morgen per head of large stock.

Average rainfall: 13 inches per annum.

Servitude: Subject to two servitudes of outspan measuring (a) 1/75th of 1,507 morgen 470 square roods; and (b) 1/75th of 833 morgen 295 square roods.

Holding No. 13.—Situate approximately 8 miles south-east of Messina Township and Railway Station.

Improvements: Two wells with handpumps, two drinking troughs, cement dam, dry borehole.

Water supply: Sand River and wells.

General: Suitable for cattle. The grazing consists of sweet grass with bushveld trees.

Carrying capacity: 15 morgen per head of large stock.

Average rainfall: 13 inches per annum.

Servitude: (a) May be subject to a servitude of outspan; (b) and (c) subject to servitudes of outspan measuring 1/75th of 1,078 morgen 258 square roods and 1/75th of 1,097 morgen 94 square roods, respectively.

Holding No. 14.—Situate approximately 10 miles south-east of Messina Township and Railway Station.

Improvements: Two wells with handpumps, drinking trough and certain fencing.

Water supply: Wells.

General: Suitable for cattle. The grazing consists of sweet grass with bushveld trees.

Carrying capacity: 15 morgen per head of large stock.

Average rainfall: 13 inches per annum.

Servitude: (a) May be subject to a servitude of outspan; (b) subject to a servitude of outspan measuring 1/75th of 1,172 morgen 435 square roods.

Special Conditions.

Holdings Nos. 10 to 14:—

The leases and Crown Grants which may subsequently be issued in respect of these holdings will be subject to the following 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.

Hoewe No. 10.—Ongeveer 13 myl oos van die dorp en spoorwegstasie Messina geleë.

Verbeterings: Twee boorgate met handpompe, pype en twee suipbakke.

Watervoorsiening: Boorgate.

Algemeen: Geskik vir beesboerdery. Die weiding bestaan uit soetgras met bosveldbome.

Drakrag: 15 morg per stuk grootvee.

Gemiddelde reënval: 13 duim per jaar.

Serwituut: Onderworpe aan twee serwitute van uitspanning groot (a) 1/75ste van 1297 morg 570 vierkante roedes; en (b) 1/75ste van 1,308 morg 17, vierkante roedes.

Hoewe No. 11.—Ongeveer 15 myl oos van die dorp en spoorwegstasie Messina geleë.

Verbeterings: Twee boorgate, handpomp, twee sementdamme, twee suipbakke en sekere omheining.

Watervoorsiening: Boorgate.

Algemeen: Geskik vir beesboerdery. Die weiding bestaan uit soetgras met bosveldbome.

Drakrag: 15 morg per stuk grootvee.

Gemiddelde reënval: 13 duim per jaar.

Serwituut: Onderworpe aan twee serwitute van uitspanning groot (a) 1/75ste van 1,578 morg 237 vierkante roedes; en (b) 1/75ste van 1,162 morg 564 vierkante roedes.

Hoewe No. 12.—Ongeveer 6 myl suid van die dorp en spoorwegstasie Messina geleë.

Verbeterings: Woonhuis, drie putte, pomp, enjin, handpomp en pype, sementdam, skaapdip, twee rondawels, Naturellekamer en sekere omheining.

Watervoorsiening: Sandrivier en putte.

Algemeen: Geskik vir beesboerdery. Weiding bestaan uit soetgras met bosveldbome.

Drakrag: 15 morg per stuk grootvee.

Gemiddelde reënval: 13 duim per jaar.

Serwituut: Onderworpe aan twee serwitute van uitspanning groot (a) 1/75ste van 1,507 morg 470 vierkante roedes; en (b) 1/75ste van 833 morg 295 vierkante roedes.

Hoewe No. 13.—Ongeveer 8 myl suidoos van die dorp en spoorwegstasie Messina geleë.

Verbeterings: Twee putte met handpompe, twee suipbakke, sementdam, droë boorgat.

Watervoorsiening: Sandrivier en putte.

Algemeen: Geskik vir beesboerdery. Weiding bestaan uit soetgras met bosveldbome.

Drakrag: 15 morg per stuk grootvee.

Gemiddelde reënval: 13 duim per jaar.

Serwituut: (a) Mag onderworpe wees aan 'n serwituut van uitspanning; (b) en (c) onderworpe aan serwitute van uitspanning groot onderskeidelik 1/75ste van 1,078 morg 258 vierkante roedes en 1/75ste van 1,097 morg 94 vierkante roedes.

Hoewe No. 14.—Ongeveer 10 myl suidoos van die dorp en spoorwegstasie Messina geleë.

Verbeterings: Twee putte met handpompe, suipbak en sekere omheining.

Watervoorsiening: Putte.

Algemeen: Geskik vir beesboerdery. Weiding bestaan uit soetgras met bosveldbome.

Drakrag: 15 morg per stuk grootvee.

Gemiddelde reënval: 13 duim per jaar.

Serwituut: (a) Mag onderworpe wees aan 'n serwituut van uitspanning; (b) onderworpe aan 'n serwituut van uitspanning groot 1/75ste van 1,172 morg 435 vierkante roedes.

Spesiale voorwaardes.

Hoewes Nos. 10 tot 14.

Die huurkontrakte en Kroongrondbriewe wat later ten opsigte van hierdie hoewes uitgereik mag word, sal aan die volgende voorwaardes onderworpe gemaak word:—

(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) 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.

Holding No. 15.—Situate 14 miles south-east of Underberg Township and 9 miles from Pevensy Railway Station.

Improvements: Certain boundary fencing (poor condition), internal fencing and shed.

Water supply: Umzimkulu River.

General: Suitable for mealies, potatoes, winter and summer cereals, wattle and other trees and cattle. Dairy farming may be carried on owing to the existence of a cheese factory at Underberg and a condensed milk factory at Donnybrook, both of which are within reasonable reach of the holding. The grazing consists of sour and sweet grass veld, but additional winter feed is essential for dairying. The arable land consists of deep grey and red loamy soil.

Carrying capacity: 4 morgen per beast, 4 morgen to 4 small stock.

Average Rainfall: 40 inches per year.

General Conditions.

Outspans.—The holding will be allotted subject to the general right of all travellers to outspan thereon in suitable situations for not more than 24 hours unless longer delayed by just cause, as provided for under Law (Natal) No. 9 of 1870 or any amendment thereof, and to such other regulations relative to outspans as may hereafter be deemed necessary and declared by competent authority for the interests of the public.

Natives.—The holding will be allotted, subject to the presence of any Natives who may be residing thereon, and the Department does not undertake to cause any steps to be taken for their removal.

Holding No. 16.—Situate approximately 2 miles from the nearest Railway Station, Artois, and approximately 11 and 14 miles from Wolseley and Tulbagh Townships respectively.

Improvements.—Dwelling-house (dilapidated) outbuildings and certain fencing.

Water Supply: On the western boundary of the holding is an earth dam which is supplied by a fairly constant stream and the successful applicant will be entitled to use the water in the dam, subject to the right of the Department of Forestry to use some of this water, when necessary, for combating forest fires.

There is a further possibility of obtaining and conducting water to the holding from the Waterfall River, via ground belonging to the Forestry Department. Such water right and any further possible rights to water from and over land belonging to the Department of Forestry, may be obtained only by consent of the said Department and the successful applicant will have to make his own arrangements in that respect.

- (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 mynwerksaamhede te verrig. Diefselfde fasiliteite moet toegestaan word aan enige ander persone aan wie die reg verleen is kragtens die mineraalwette om te prospekter en/of mynwerksaamhede 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 prospekterwerksaamhede 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 proklamering geskied, sal die hoewes onderworpe wees aan al die servitude 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 kleimlisensie- of mynhuurgelde ten opsigte van mynregte op die hoewes wat ontvang word of ontvang mag word nie.

Hoewe No. 15.—Geleë 14 myl suidoos van die dorp Underberg en 9 myl van Pevensy-spoorwegstasie.

Verbeterings: Sekere grensheinings (swak toestand), binneheinings en skuur.

Watervoorsiening: Umzimkulurivier.

Algemeen: Geskik vir mielies, aartappels, winter- en somergewasse, wattel- en ander bome, asook beeste. Suivelboerdery kan toegepas word aangesien daar 'n kaasfabriek op Underberg en 'n gekondenseerde melk-fabriek te Donnybrook is, albei binne redelike bereik van die hoewe. Die weiding bestaan uit suur- en soetgrasveld, maar addisionele wintervoer is noodsaaklik vir suivelboerdery. Die bewerkbare grond bestaan uit diep vaal en rooi leemgrond.

Drakrag: 4 morg per bees, 4 morg per 4 stuks kleinvee.

Gemiddelde reënval: 40 duim per jaar.

Algemene voorwaardes.

Uitspannings.—Die hoewe sal toegeken word behoudens die algemene reg van alle reisigers om op geskikte plekke daarop hoogstens 24 uur lank uit te span, tensy hulle om 'n goeie rede langer opgehou word soos bepaal by Wet (Natal), No. 9 van 1870, of wysigings daarvan en behoudens die ander regulasies met betrekking tot uitspannings wat later noodsaaklik geag en op bevoegde gesag in die belang van die publiek uitgevaardig mag word.

Naturelle.—Die hoewe sal toegeken word onderworpe aan die aanwesigheid van die Naturelle wat miskien daarop woon, en die Departement onderneem nie om stappe te laat doen om hulle te verwyder nie.

Hoewe No. 16.—Ongeveer 2 myl van die naaste spoorwegstasie, Artois, en ongeveer 11 en 14 myl van onderskeidelik die dorpe Wolseley en Tulbagh geleë.

Verbeterings: Woonhuis (bouvallig), buitegeboue en sekere omheining.

Watervoorsiening: Aan die westelike grens van die hoewe is daar 'n gronddam wat gevoed word deur 'n stroom wat redelik standhoudend is, en die suksesvolle applikant sal geregtig wees om die water in die dam te gebruik behoudens die reg van die Bosboudepartement om, wanneer nodig, van hierdie water te gebruik vir die bestryding van bosbrande.

Daar is 'n verdere moontlikheid om water uit die Watervalrivier te verkry en na die hoewe te lei oor grond van die Bosboudepartement. Sodanige waterreg en enige verdere moontlike waterregte van en oor grond wat aan die Departement van Bosbou behoort, kan alleen verkry word met die toestemming van genoemde Departement, en die suksesvolle applikant sal sy eie reëlins daaromtrent moet tref.

No guarantee of a permanent water supply whatsoever can be given.

Average Rainfall: 16 to 22 inches per annum.

General: Suitable for grain, fruit trees (apricots and peaches), vines and large and small stock.

Special Remarks.—The holding has still to be surveyed. The purchase price given above is based on an approximate area and includes the estimated survey cost. When the survey is completed the purchase price, yearly rental, and instalment will be adjusted in accordance with the actual area and survey cost.

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:—

- 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.
- 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.
- Governing the exploitation of minerals.
- Reserving certain rights-of-way and the right in respect of a telephone line over the holding in favour of the Department of Forestry.

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.

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

Rentals—

First and second years: Nil.

Third year: 2 per cent per annum.

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

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

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

Occupation.—The leases to be issued will contain conditions to the effect that the lessees shall personally and beneficially occupy the holdings allotted within a certain period from the date of allotment and thereafter for a particular period during every calendar year as follows:—

Holdings Nos. 1, 2, 10, 11, 12, 13 and 14 must be occupied within 3 months and for at least 9 months in every calendar year.

Holdings Nos. 3, 4, 5, 6, 7, 8, 9 and 15 must be occupied within 3 months and for at least 10 months in every calendar year.

Holding No. 16 must be occupied within 3 months and for at least 11 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.

Geen waarborg van enige standhoudende watervoorraad hoegenaamd kan gegee word nie.

Gemiddelde reënval: 16 tot 22 duim per jaar.

Algemeen: Geskik vir graan, vrugtebome (perskes en appelkose), wingerd en groot- en kleinvee.

Spesiale opmerkings.—Die hoewe moet nog opgemeet word. Die koopprys, soos hierbo gemeld, is gebaseer op die benaderde grootte daarvan en sluit die geraamde opmetingskoste in. Wanneer die opmeting voltooi is, sal die koopprys, jaarlikse huurgeld en paalement ooreenkomstig die werklike grootte en opmetingskoste aangepas word.

Spesiale voorwaardes.—Onderstaande spesiale voorwaardes sal in die voorgestelde huurkontrak en die daaropvolgende Kroongrondbrief ingelyf word, waarby—

- 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;
- 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;
- die ontginning van minerale beheer word;
- sekere deurgangsregte en 'n reg ten aansien van 'n telefoonlyn oor die hoewe ten gunste van die Departement van Bosbou voorbehou word.

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 Nederzettings Wet, 1912, en wysigingswette.

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

Huurgeld—

Eerste en tweede jaar: Niks.

Derde jaar: 2 persent per jaar.

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

Ingeval die reg van voorwaardelike aankoop uitgeoefen word, is die koopprys betaalbaar in 65 gelyke jaarlikse paalemente 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 bepaalings 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. 1, 2, 10, 11, 12, 13 en 14 moet binne 3 maande in besit geneem word en vir minstens 9 maande in elke kalenderjaar bewoon word.

Hoewes Nos. 3, 4, 5, 6, 7, 8, 9 en 15 moet binne 3 maande in besit geneem word en vir minstens 10 maande in elke kalenderjaar bewoon word.

Hoewe No. 16 moet binne 3 maande in besit geneem word en vir minstens 11 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 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, moet vry en onbelemmerd bly tensy hulle op las van 'n bevoegde owerheid gesluit of verlê word.

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 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.

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.

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

Boorgate.—Die huurkontrakte wat uitgereik sal word, sal 'n klousule bevat wat die Goewerneur die reg van toegang verleen tot, en die reg om water te neem uit, boorgate op die howes, 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 howes waarop boorgate bestaan of na toekenning geboor sal word, verantwoordelik gehou sal word vir die behoorlike sorg vir en onderhoud van die boorgat of boorgate op sy hoewe en aanspreeklik sal wees vir enige skade daaraan veroorsaak. Hy moet derhalwe onder geen omstandigheid sonder behoorlike pompmasjinerie water daaruit trek nie.

Sommige boorgate is met handpompe of ander pomp-toestelle toegerus. In gevalle waar geen pomptoeestelle opgerig is nie, behoort die suksesvolle applikante, alvorens hulle pampmasjinerie oprig, by die Direkteur van Besproeiing, 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 hoewe opnuut op te meet of 'n sertifikaat van gewysigde titel uit te neem weens foute in die bestaande opmeting, moet alle koste verbonde aan sodanige opmeting of sertifikaat van gewysigde titel, deur die huurder gedra word. Indien dit blyk dat die hoewe groter is as in hierdie kennisgewing vermeld, kom die voordeel daarvan aan die huurder toe sonder dat die koopprys van die hoewe verhoog word; blyk dit 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 bepalings van die Kroongrond Nederzetting 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 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 enigeen van die howes, 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 enigeen 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.

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 on the holdings, 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.

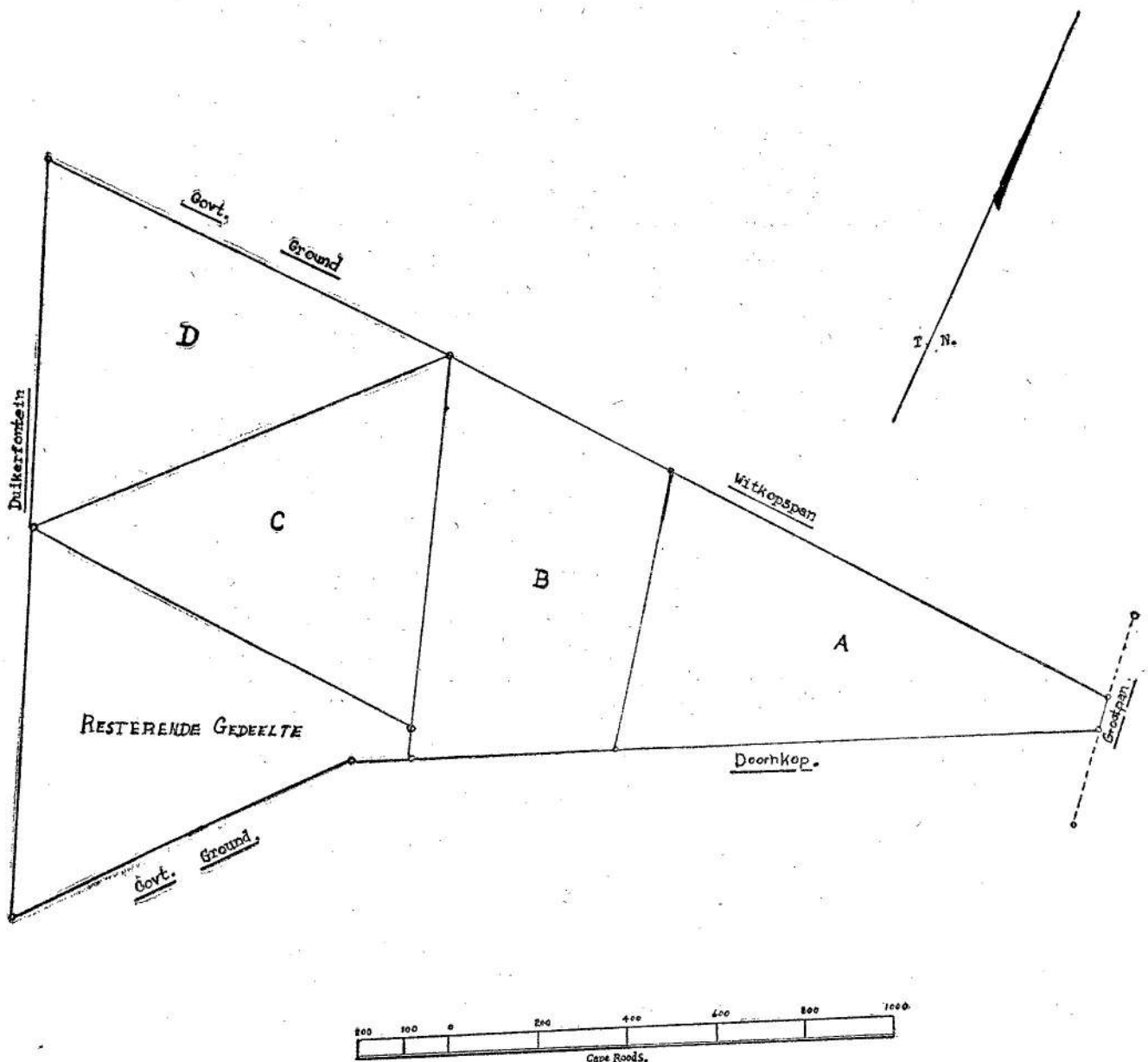
Algemeen.—In geval van ongelukke aan persone of vee wat plaasvind as gevolg van die bestaan van skagte, tunnels en ander omstandighede geskep deur prospekter-en mynwerksaamhede op die hoewes, is die huurder nie geregtig op vergoeding van die kant van die Goewerment of die prospekterder of die kleimhouer 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 vervoerkonsessies in verband met die besigtiging van hoewes toe nie.

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



• SKETS.- AANTONENDE ONDERVERDELINGS VAN DIE PLAAS -

-SPEKHOUTBOOM No.130 - DISTRIK LICHTENBURG-

GROOT 3181 MORE 324 VIERKANTE ROEDES.

★ No. 2441.]

[26 November 1954.]

HOLDINGS TO LET.

Applications will be received at the office of the Secretary for Lands, Union Buildings, Pretoria, for a period of six weeks from the date of the first publication of this notice (thus expiring on the 7th January, 1955), 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 of the holdings offered for lease by this notice.

All applications must be forwarded to The Secretary for Lands, Union Buildings, 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, Witrivier.

★ No. 2441.]

[26 November 1954.]

HOEWES TE HUUR.

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 7 Januarie 1955 verstryk) kan by die kantoor van die Sekretaris van Lande, Uniegebou, 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, te eniger tyd terug te trek.

Alle aansoeke moet gestuur word aan die Sekretaris van Lande, Uniegebou, 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, Witrivier.

DISTRICT/DISTRIK BARBERTON.

Holding No. Hoewe No.	HOLDINGS FOR DISPOSAL.		Area.		Total Rental for the Lease Period Payable in Four Payments as from the 2nd Year.	Rental per Year Payable as from 2nd Year of Lease Period.
	Name and Number.	HOEWES BESKIKBAAR. Naam en nommer.	Grootte. Morgen. Morg.	Sq. Roods. Vk. Roedes.	Totale huur vir die huurtermyn betaalbaar in vier betalings vanaf die 2de jaar.	Huur per jaar betaalbaar vanaf 2de jaar van huurtermyn.
1	The farm	Die plaas QUAGGA No. 409.	2,016	424	£ s. d. 244 4 0	£ s. d. 61 1 0
2	Portion 16 called Rooibosrand of the farm	Gedeelte 16 genoem Rooibosrand van die plaas TENBOSCH No. 234.	1,160·4783	—	232 2 0	58 0 6

Holding No. 1.—Situate approximately 15 miles south of Komatipoort Township and Railway Station.

Improvements: Borehole.

Water Supply: Borehole.

General: Suitable for cattle, goats and bastard sheep. The grazing consists of buffels, red and stink grass.

Carrying Capacity: 5 morgen per head of large stock or 1 morgen per head of small stock.

Average Rainfall: 24 inches per annum. Situate in a malaria area.

Servitude: Subject to a servitude of outspan measuring 1/75th of 2,016 morgen 424 square roods.

Holding No. 2.—Situate approximately 9 miles west of Komatipoort Township and Railway Station. The Railway Halt Tenbosch is situate on the boundary of the holding.

Improvements: None.

Water Supply: None.

General: Suitable for cattle. The grazing consists of sweet grassveld with indigenous trees and bush.

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

Average Rainfall: 24 inches per annum. Situate in a malaria area.

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

Hoewe No. 1.—Ongeveer 15 myl suid van die dorp en spoorwegstasie Komatipoort geleë.

Verbeterings: Boorgat.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir beeste, bokke en basterskape. Die weiding bestaan uit buffels-, rooi- en stinkgras.

Drakrag: 5 morg per stuk grootvee of 1 morg per stuk kleinvee.

Gemiddelde reënval: 24 duim per jaar. In 'n malaria-gebied geleë.

Serwituut: Onderworpe aan 'n serwituut van uitspanning groot 1/75ste van 2,016 morg 424 vierkante roedes.

Hoewe No. 2.—Ongeveer 9 myl wes van die dorp en spoorwegstasie Komatipoort geleë. Die spoorweghalte Tenbosch is op die grens van die hoewe geleë.

Verbeterings: Geen.

Watervoorsiening: Geen.

Algemeen: Geskik vir beeste. Die weiding bestaan uit soetgrasveld met inheemse bome en bosse.

Drakrag: 6 tot 7 morg per stuk grootvee.

Gemiddelde reënval: 24 duim per jaar. In 'n malaria-gebied geleë.

Spesiale voorwaarde.—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: 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 hoewe 'n gedeelte uitmaak, na die naaste publieke pad vir die voordeel van die huurders of eienaars van die persele bekend as „Bridge Store” en „Tenbosch Store” te verleen.

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.

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 citandi 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 occupation 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 holding and to control grazing hereon.

(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) 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 five years will be payable in four yearly payments in advance as from the 2nd year of the lease period.

ALGEMENE 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.

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 of in verband met die huurkontrak voortspruit, kies die huurder die hoewe as sy *domicilium citandi 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 okkupeer.

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 oormoed, seeder of verhipotekeer nie en geen Naturelle, Kleurlinge of Asiatische, 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 huis-houdelike doeleindes te gebruik.

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

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) 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 lessee 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.

★ No. 2442.]

[26 November 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 7th January, 1955), for the lease of the undermentioned holdings, for a period of five years without the option to purchase or extension of the lease period.

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

(b) Die huurder het nie die reg om sy huurkontrak oor te gee nie 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, tonnells en ander toestande wat voortspruit uit prospekter- en/of mynbouwerksaamhede 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 serwitute 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 serwituut 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 toe te staan 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 aanwezigheid, 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 enigeen 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 nie, ondanks enigiets strydigs in enige ander bepaling in dié huurkontrak vervat of stilswyend daarin inbegrepe.

Die Departement het die reg om die verbeterings van blywende aard, wat in paragraaf 2 (b) genoem 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 huurder die reg om die verbeterings te verwyder binne hoogstens 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.

★ No. 2442.]

[26 November 1954.]

HOEWES TE HUUR.

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 7 Januarie 1955 verstryk) kan by die kantoor van die Provinsiale Verteenwoordiger, Departement van Lande, Posbus 747, Kaapstad, aansoek gedoen word om die huur van ondergenoemde hoewes vir 'n tydperk van vyf jaar sonder die opsie om te koop of die huurtermyn te verleng.

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.

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, from the Magistrate of the District in which the holdings are situate or from the Inspectors of Lands of the inspectorates in which the holdings are located.

Alle aansoeke moet gestuur word aan die Provinsiale Verteenwoordiger, Departement van Lande, Posbus 747, Kaapstad, op vorms wat verkrygbaar is by bogemelde adres, by die magistraat van die distrik waarin die hoewes geleë is of by die Inspekteurs van Lande in wie se inspeksieafdelings die hoewes val.

CAPE PROVINCE/KAAPPROVINSIE.
DIVISION/AFDELING GORDONIA.

Holding No. Hoewe No.	HOLDING AVAILABLE.		HOEWE BESKIKBAAR.		Area. Grootte.		Yearly Rental. Jaarlikse huur.
	Name.		Naam.		Morgen. Morg.	Sq. Roods. Vk. Roedes.	
1	The farm	Die plaas			10,490	387	£ s. d. 12 9 10
2	The farm	LANG HOEK. Die plaas			14,429	492	15 8 7
3	The farm	RONDEPAN. Die plaas			14,370	175	15 7 5
		PICARDIE.					

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.

Holding No. 1.—Situation: Approximately 65 miles north of Upington.

Improvements: Certain fencing.

Water supply: None.

Grazing: Kalahari grasses and other growth.

Carrying capacity: 1 head of large stock or 7 head of small stock per 20 morgen.

Average rainfall: 5 inches per annum.

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

Holdings Nos. 2 and 3.—Situation: Approximately 145 miles and 115 miles respectively, north-west of Upington.

Improvements: None.

Water supply: None.

Grazing: Kalahari grasses and other growth.

Carrying capacity: 1 head of large stock or 7 head of small stock per 20 morgen.

Average rainfall: 5 inches per annum.

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

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.

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.

Hoewe No. 1.—Ligging: ongeveer 65 myl noord van Upington.

Verbeterings: Sekere omheinings.

Watervoorsiening: Geen.

Weiding: Kalahari-grassoorte en ander gewasse.

Drakrag: 1 bees of 7 kleinvee per 20 morg.

Gemiddelde reënval: 5 duim per jaar.

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

Hoewes Nos. 2 en 3.—Ligging: onderskeidelik ongeveer 145 myl en 115 myl noordwes van Upington.

Verbeterings: Geen.

Watervoorsiening: Geen.

Weiding: Kalahari-grassoorte en ander gewasse.

Drakrag: 1 bees of 7 kleinvee per 20 morg.

Gemiddelde reënval: 5 duim per jaar.

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

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 op alle tye reg om die huurkontrak met negentig (90) dae skriftelike kennisgewing te beëindig indien die Goewerment die grond of 'n gedeelte daarvan vir nedersettingsdoeleindes of vir enige ander doel nodig het.
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, sedeer of verhipotekeer nie tensy die skriftelike toestemming van die verhuurder vooraf verkry is, en geen Naturelle, Kleurlinge of Asiate, uitgesonderd die huurder se bona fide werknemers, mag op die grond woon nie.

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.

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.

7. Die verhuurder behou hom die 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) 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 aanspreeklik 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 grensomheininge 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 toe te staan.

(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 pomptoestel.

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

(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.

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, not 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.

(d) Pype en/of uitrusting 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. 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 op 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 servitute 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 prospekterder of kleinhouer vir skade wat hy mag ly as gevolg van ongelukke aan persone of diere wat veroorsaak is deur die bestaan van skagte, tunnels en ander toestande wat voorspruit uit prospekter- 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 in geval van die verbreking of nie-nakoming, deur die huurder, van enigeen van die voorwaardes van die huurkontrak, en in geval 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 kragsins 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.