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ANNEXURE B.

SYSTEMS OBTAINING AMONGST NATIVES IN THE
THABANCHU RESERVE REGARDING THE PAYMENT OF
"LOBOLA".

The Barolongs agree to pay "lobola" at the time the marriage is arranged with the girl's father or guardian. The number of cattle is not specified nor is the time for payment. All that is agreed upon is that an even number shall be paid and that according to the financial position of the bridegroom.

Should the marriage not take place - no matter whether through the fault of the bridegroom, the bride or her father - such cattle as have been paid are refunded.

Should any cattle be paid and the wedding does not take place any loss or increase in the cattle falls on the bridegroom.

If after the marriage the wife deserts, for any reason whatsoever, the husband can claim back the cattle, but not the increase provided there is no issue from the marriage. If there is issue he cannot claim back the cattle.

When the contract of marriage is entered into there is never any stipulation as to the number of wives a man may take.

Should any cattle paid die prior to marriage the bridegroom does not make good such loss.

BASUTOS.

When the marriage is arranged the bridegroom agrees with the father as to the number of cattle to be paid

paid. These cattle are immediately handed over to the father.

Should the marriage not take place then the cattle are refunded to the bridegroom, if the marriage is cancelled through the fault of the bride or her father, but they are not refunded if the bridegroom is the cause of such cancellation.

Should they be refunded then the father must make good any shortage in the number paid.

If the wife deserts the husband at any time and for whatsoever cause then the full number of cattle are paid back but not the increase.

There is never any stipulation as to the number of wives a man may take.

Should any cattle die prior to the marriage the bridegroom does not make good such losses.

PARTICULARS OF SYSTEM OF "LOBOLA" OBTAINING
AMONG NATIVES OF WITZIESHOEK NATIVE RESERVE.

1. The majority of natives of Witzieshoek being Basuto, they generally adopt the customs obtaining in Basutoland.
 2. The custom of "lobola" is known among the Basuto as "Bohadi".
 3. In Witzieshoek the amount of "Bohadi" or dowry to be paid is not fixed at any particular number of cattle. This depends entirely on agreement between the parties (i.e. the prospective bridegroom and the bride's father or guardian. The number would depend largely on the respective wealth of the parties. It is generally supposed to consist of not less than ten head of cattle or their equivalent in sheep or goats according to agreement.
 4. The bride is often handed over to the bridegroom before completion of payment of dowry, the cattle still owing remaining a debt to be paid when the bridegroom is in a position to do so, or at some stated time. This is the principal cause of litigation on the subject.
 5. The bargain is clinched by the slaughter of a beast. A beast is also killed when the bride is handed over to the bridegroom and the skin presented to the bride's mother.
 6. It is customary for the paternal uncles of the bride to share in the dowry cattle but this is not enforced.
 7. Claims for cattle or other property in connection with this system are not recognised by Courts of Law in the Orange River Colony.
 8. The native chief in Witzieshoek in the first instance deals with these cases, with the right of appeal by either of the parties to the Commandant, neither the Chief nor the Commandant can enforce judgments in these cases but the occasion rarely arises for doing so. This is entirely a local arrangement.
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