

MEMORANDUM OF AGREEMENT made and entered into at Mafeking on this 24 day of March 1919 between Silas Tawana Molema and the undersigned Fingoes and Xosas.

WHEREAS the aforementioned Silas Tawana Molema is the owner of certain lands situated at Madibe, on the Molopo Native Reserve, in the District of Mafeking, which lands were allotted to him according to the custom of the Tribe, by the Paramount Chief Montsioa in 1892 as the inalienable and perpetual inheritance of the said Silas Tawana Molema according to Native custom;

AND WHEREAS the said Silas Tawana Molema has allowed the undersigned Fingoes and Xosas to plough on his lands aforesaid and improve the same,

NOW THEREFORE, the parties hereto have mutually agreed that:

(1) The undersigned Fingoes and Xosas agree and bind themselves jointly and severally to be governed by the Rules and Customs of the Barolong Nation, to regularly pay to the Union Government through the Chief and his Councillors, the Annual Hut Tax of twelve shillings, as well as three shillings annually to the National Fund, and further, that whenever any special levy is made by the Paramount Chief on the Barolong Nation as a whole they shall pay their share of the same.

(2) The Xosas and Fingoes aforesaid shall always be ready to obey any call of the Paramount Chief and his Councillors through the Sub-Chief Silas Tawana Molema or any person deputed to act on his behalf, and they further bind themselves with their ploughs and teams to join the Barolong in ploughing the Paramount Chief's garden (known as Pacha) at the same time and place as the members of the Barolong Tribe.

(3) The Fingoes and Xosas aforementioned agree and bind themselves to plough each season one garden of, and for the

benefit of, the said Silas Tawana Molema, being a plot of arable land measuring 900 X 400 wherever indicated by the said Silas Tawana Molema and they further bind themselves to cultivate and sow with their own seed, reap and thrash the crops of the said garden at their own expense and deliver the produce to the said Silas Tawana Molema.

(4) The Fingoes and Xosas aforementioned testify and irrevocably agree that in the event of any or all of them desiring to evacuate or leave the lands or premises aforesaid, either by their own will or by being ejected or by reason of their further occupation becoming undesirable to the said Silas Tawana Molema, they shall have no claim whatsoever to any part of the premises or improvements affected thereon by them, but that the said lands, wells, houses, dams or other improvements shall remain the sole property of the aforesaid Silas Tawana Molema.

(5) That the said Silas Tawana Molema agrees to let and allow the said Fingoes and Xosas to reside and plough on the aforesaid premises, and to graze their stock thereon, provided they undertake as they hereby do, to effect improvements on the same by building houses, making dams and sinking wells: in consideration of which the said Silas Tawana Molema agrees and binds himself to allow the said Fingoes and Xosas, as long as they shall abide by, and carry out the terms of this agreement, and obey the Rules, Orders and Customs of the Barolong Nation, to have the undisturbed occupation of the lands thus enjoyed by the: Provided however, that the said Silas Tawana Molema, his heirs and assigns, shall reserve the right at all times of altering or terminating this agreement, or taking back any or all the lands so enjoyed or in occupation of the said Fingoes and Xosas, or pointing out at his own pleasure, fresh or other ploughing lands on the same terms and conditions.

IN WITNESS WHEREOF, the said parties have affixed their signatures hereto, in the presence of the subscribing witnesses.

X Jack Mabe

Silas Tawana Molema

WITNESSES to Signature of Xosa or Fingo.

1.-----

2.-----

WITNESSES To the Signature of Silas Tawana Molema

1.-----

2.-----

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Silas T MOLEMA and Solomon T PLAATJE Papers

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