

Duplicate.

AGREEMENT entered into between BADIRILE MONTSIOA (CHIEF of the BARALONGS TRIBE on the MOLOPO RIVER), JEREMIAH MOSEA, PHILLIP MOSEANA, KGOSIMANE and JOHANNES (FOUR NATIVES of the BARALONGS TRIBE, as aforesaid), of the FIRST PART, and the RHODESIA RAILWAYS, LIMITED, of the SECOND PART.

WHEREAS by BRITISH BECHUANALAND PROCLAMATION 199 of 1894, a strip of land, 100 yards in width, was granted to the Contracting Parties of the Second Part for the purpose of a Railway, and whereas the encroachment exists upon the said 100 yards strip vested in the RHODESIA RAILWAYS, Ltd., and which is more fully shown on the DIAGRAM hereunto annexed (marked A), the said RHODESIA RAILWAYS, Ltd., hereby agree to allow certain buildings to remain upon the said 100 yards strip upon the following conditions:-

- (1) The said BADIRILE MONTSIOA hereby agrees, for himself and on behalf of the BARALONGS TRIBE, to the RHODESIA RAILWAYS, LIMITED, taking down and removing from the said 100 yards strip all the encroachments shown on the Plan A, hereunto annexed, save and except such buildings marked 1, 2, 3, 4, 5, 6, 7 and 8 on the Plan marked B, hereunto annexed, and to hold the RHODESIA RAILWAYS, LIMITED, indemnified for any claim for compensation that may be submitted or that may be preferred against the said RHODESIA RAILWAYS, LIMITED, for such removal, it being understood that all the material, constituting such encroachment, shall be placed outside the Railway boundary by the said RHODESIA RAILWAYS, Ltd., for the use of the BARALONG TRIBE.
- (2) The said JEREMIAH MOSEA agrees to pay to the RHODESIA RAILWAYS, LIMITED, the sum of ONE SHILLING (1/-) per annum for the right for his building (marked "1" on the accompanying Plan B, hereunto attached) to remain an

encroachment upon the 100 yards strip, upon the conditions hereinafter mentioned.

- (3) The said PHILLIP MOSEANA hereby agrees to pay to the RHODESIA RAILWAYS, LIMITED, the sum of THREE SHILLINGS (3/-) per annum for the right for his buildings (marked "2", "3" and "4" on the accompanying Plan B, hereunto attached) to remain an encroachment on the 100 yards strip, upon the conditions hereinafter mentioned.
- (4) The said KGOSIMANE hereby agrees to pay to the RHODESIA RAILWAYS, LIMITED, the sum of THREE SHILLINGS (3/-) per annum for the right for his buildings (marked "5", "6" and "7" on the accompanying Plan B, hereunto attached) to remain an encroachment on the 100 yards strip, upon the conditions hereinafter mentioned.
- (5) And the said JOHANNES hereby agrees to pay to the RHODESIA RAILWAYS, LIMITED, the sum of ONE SHILLING (1/-) per annum for the right for his building (marked "8" on the accompanying Plan B, hereunto attached) to remain an encroachment on the 100 yards strip, upon the conditions hereinafter mentioned.
- (6) That the BUILDINGS, hereinbefore mentioned and shown on the accompanying Plan, marked B, shall be removed by their respective occupants, without compensation, upon twelve months' notice given by the RHODESIA RAILWAYS, LIMITED.
- (7) That this AGREEMENT shall constitute no vested ~~right~~ right in favour of the said CONTRACTING PARTIES of the first part to the occupancy of the ground as aforesaid, and that, when called upon to vacate the said ground, as mentioned in Clause 6 hereof, the said CONTRACTING PARTIES

of the first part shall hold the RHODESIA RAILWAYS, Ltd., indemnified from any claim for compensation whatever.

- (8) This AGREEMENT shall become operative from the first day of June, 1907, from which date the CONTRACTING PARTIES of the first part shall pay the sums mentioned in this AGREEMENT to the RHODESIA RAILWAYS, LIMITED, in advance for the ensuing year, and that the annual sums in advance shall fall due on the first day of June of each year.
- (9) The RHODESIA RAILWAYS, LIMITED, hereby agree to allow the buildings, shown on the Plan hereunto annexed, marked B, to remain upon the 100 yards strip, upon the conditions hereinbefore mentioned.

SIGNED AT MAFEKING THIS 9 ... DAY OF July 1907.

Badirile Montsioa
.....
Chief of the Baralongs Tribe
[Signature]

WITNESS TO THE SIGNATURE OF

BADIRILE MONTSIOA, *his* *[Signature]*

JEREMIAH MOSEA, *marked* *[Signature]*

..... PHILLIP MOSEANA, *his* *[Signature]*

..... KGOSIMANE, *marked* *[Signature]*

and

..... JOHANNES, *his* *[Signature]*

Before me *[Signature]*
Civil Commissioner

SIGNED AT CAPE TOWN THIS ... 11th ... DAY OF June ... 1907.

J. A. Stevens
.....
Secretary, Rhodesia Railways, Ltd.

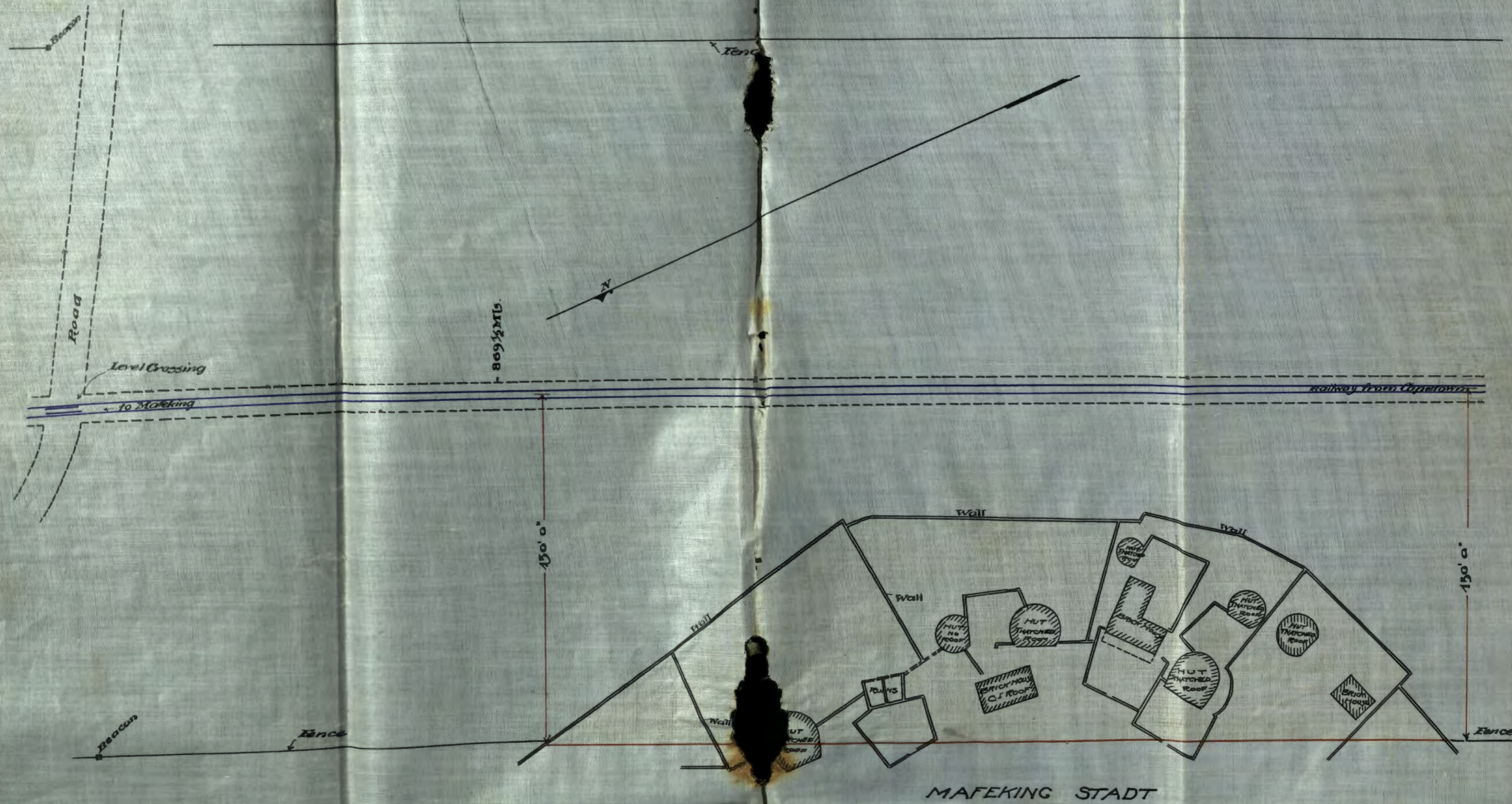
W. Clive
.....

R. D. Hall
.....

WITNESSES TO THE SIGNATURE OF THE SECRETARY OF THE RHODESIA RAILWAYS, LIMITED.

"A"

THE RHODESIA RAILWAYS LTD
ENCROACHMENT AT 869 1/2 MILES
Scale 40 feet=1 in



Note: The area coloured yellow denotes the Encroachment on the Rhodesia Railways Property

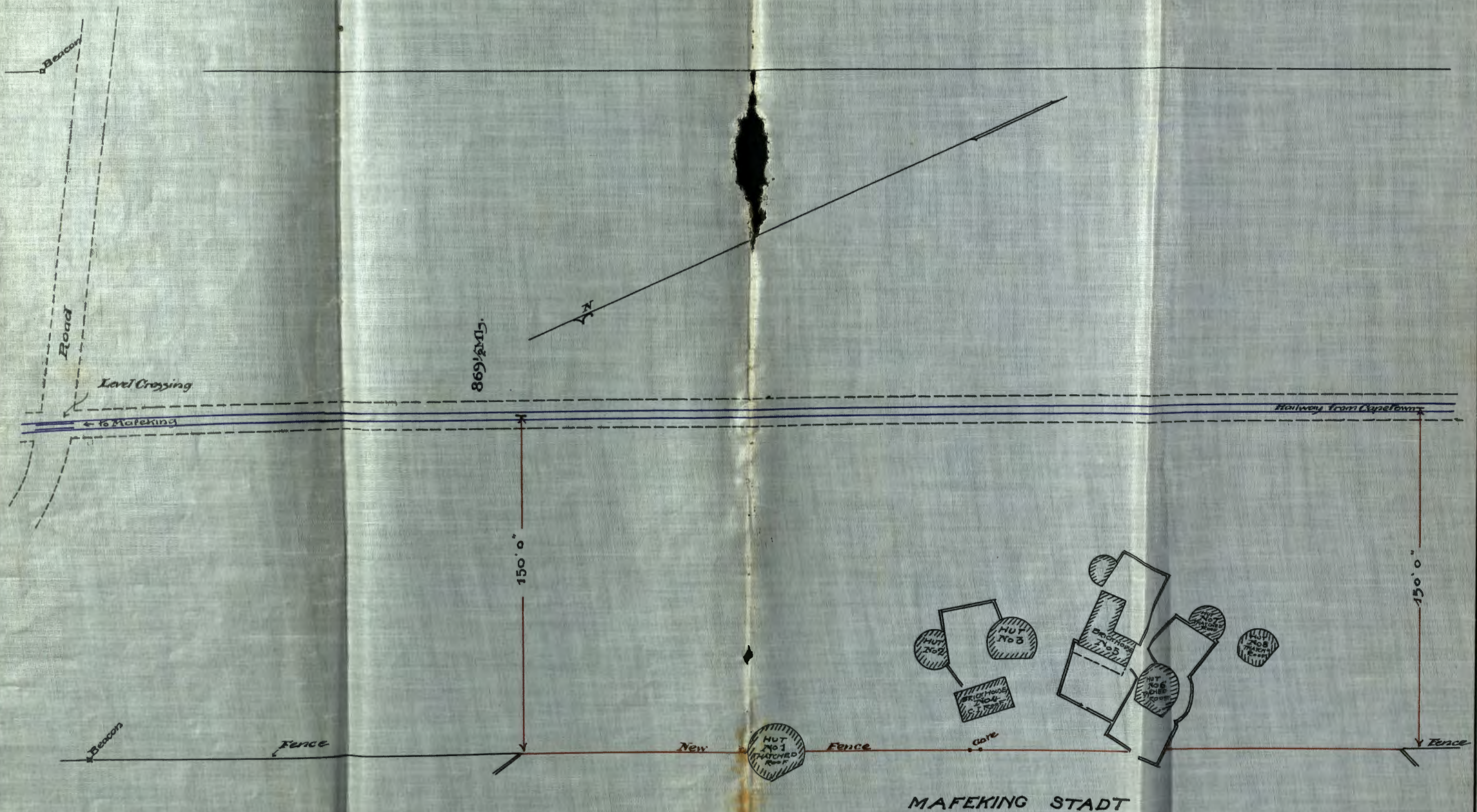
MAFEKING STADT

This is the diagram "A" referred to in agreement
H Wallis.
Actg Resident Engineer

36-07

[Handwritten signature]

THE RHODESIA RAILWAYS LTD
 ENCROACHMENT AT 869 1/2 MILES
 Scale 40 feet = 1 in



NOTE:
 The areas coloured green denote the Encroachment permitted to remain after the 31st June 1907 under the terms of the annexed agreement

This is the diagram "B" referred to in agreement

H. Wallis.
 Actg Resident Engineer

[Handwritten signature]
 26.6.07

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Silas T MOLEMA and Solomon T PLAATJE Papers

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