

MEMORANDUM OF AGREEMENT OF LEASE MADE and entered into at Mafeking in the Cape Province of the UNION OF SOUTH AFRICA on the 23th. day of A P R I 1913 between JOSHUA MOLEMA, of Mafeking, Chief of the Barolong Nation (hereinafter called the Lessor) of the first part and (hereinafter called the Lessee) of the second part.

W I T N E S S E T H: that the Lessor as registered hold of a right of occupation of the farm DITLHARAPA, situate in the Bechuanaland Protectorate agrees to let to the Lessee, who agrees to hire certain piece of ground measuring 1000 yards by 100 yards in extent 10 morgen being portion of the said farm DITLHARAPA on the following terms and conditions:--

1. The Lessee shall within three (3) months from the date hereof beacon off on the said farm DITLHARAPA a piece of ground in extent ten morgen at a place already agreed upon between the Lessor and Lessee, but in the event of the Lessee being unable to open up water on the said piece of ground he shall within the said three months have the right to move to another site to be agreed to by the Lessor and to beacon off another piece of ground of the same extent in lieu of the first named piece of ground.

2. The Lessor agrees to let to the Lessee the said piece of ground in extent 10 morgen so chosen for a term of five (5) years to be reckoned from the 1st day of May 1913.

3. In lieu of rent of such piece of ground the Lessee agrees to pay to the Lessor a monthly rental of One pound sterling (£1) payable in advance to the Lessor at Mafeking during the first week of ~~each~~ each month. It is further agreed that the Lessee shall during the first <sup>years</sup> three ~~months~~ from the date thereof build a dwelling house of burned brick according to the Plan hereto attached marked "a", to sink a well to water level, both dwelling house and well to be on the peice of ground to be chosen and to be completed within the said three years, and further within the same period to make a Dam at a place on the said farm agreed upon between the Lessor and the Lessee, such dam not to be less than 100 yards long and 10 feet in height.

4. The value of the dwelling house, well and dam shall not be less than £250 and in the case of dispute as to the value the matter shall be referred to two arbitrators for award, one to be appointed by each party ~~and~~ in the ordinary way.

The Lessee shall have the right, provided that the foregoing conditions have been carried out to the satisfaction of the Lessor to renew the lease of the said 10 morgen for a further period of five years at a monthly rental of One pound (£1) sterling as above mentioned.

6. The Lessee during the first period of five years and the renewal thereof shall have the right to run his stock free of charge on the rest of the farm DITLHARAPA.

7. It is agreed between the parties hereto that any water opened up on the piece of ground hereby leased shall be reserved to the Lessee during the continuance of this lease or any renewal thereof, but that any water opened up elsewhere on the farm DITLHARAPA shall be available to both the parties hereto and their ~~respective~~ representatives and servants..

8. The Lessee shall have the right during the continuance of this Lease or any renewal thereof to make a Camp on the farm at a place to be indicated by the Lessor but such Camp shall not be in extent larger than a half of the farm and the Lessor's stock shall be allowed to run in such camp.

9. The Lessee shall not cut or fell, or cause to be cut or felled any timber or growing tree upon any part of the said farm without the consent of the Lessor first had and obtained, but the Lessee shall be entitled to collect dry wood on the farm for the purpose of household fuel. He shall also be entitled to plough such ground outside the ten morgen as shall be pointed out by the Lessor and he ~~undertakes~~ <sup>undertakes</sup> not to interfere with any of the land or <sup>e</sup> ~~fields~~ <sub>fields</sub> previously used by natives living on the farm.

10 The Lessee shall not transfer, assign or sublet his interests on the said farm without the <sup>written</sup> ~~written~~ consent of the Lessor first had and obtained, and any breach of this condition or of any of the conditions of this lease shall be sufficient ground for cancellation of the lease of which intention a month's notice shall

be given by the Lessor to the Lessee.

11. It is further agreed by the parties hereto that the payment of rent by the Lessee to the Lessor is of the essence of this agreement, At the termination of this lease the Lessee agrees without demand to quietly and peaceably deliver up possession of the ground leased and of the dwelling house, well and dam in good condition, ordinary wear and tear and inevitable accident excepted.

12. The Lessor for himself, his heirs and assigns covenants and agrees with the Lessee that the Lessee shall have peaceful, quiet and undisturbed possession and enjoyment of the premisses leased during the term of this lease and that he, the Lessor, will pay rates, taxes and assessments that may become due and leviable on the farm DITLHARAPA.

13. The Lessee agrees with the Lessor that he will during the term of this lease plant trees both ornamental and fruit bearing, that he will keep the dwelling house, well and Dam in good repair and hand over the same to the Lessor in good condition at the termination of the lease.

IN WITNESS WHEREOF the parties hereto have set their hand, the said JOSHUA MOLEMA at Mafeking on the \_\_\_\_\_ day of \_\_\_\_\_ 1913 and the said \_\_\_\_\_ at \_\_\_\_\_ on the day \_\_\_\_\_ of \_\_\_\_\_ 1913 in the presence of the undersigned witnesses

As witnesses to the signature of

JOSHUA MOLEMA

1. \_\_\_\_\_

2. \_\_\_\_\_

As witnesses to the signature of

1. \_\_\_\_\_

2. \_\_\_\_\_

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