

1979

Cb1. 6

AGREEMENT  
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between

E. MOLEMA

and

C.R.HULME  
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MEMORANDUM OF AGREEMENT made and entered into

between EPHRAIM MOLEMA (hereinafter called the

Lessor) of the one part and CHARLES RHODES HULME

(hereinafter called the Lessee) of the other

part WITNESSETH:

That the Lessor with the consent of the  
Paramount Chief and Headman of the Barolong Nation,  
testified by the signature of the Paramount Chief,  
FRANK LOTLAMORENG MONTSIOA to these presents, agrees  
to let to the Lessee who agrees to hire certain portion  
measuring 10 morgen situate at the Dam on the Western  
half of the farm "Lotlaye" measuring about 2950  
morgen more or less in the whole situate in the  
Bechuanaland Protectorate, of which farm the  
Lessor is the legal occupier, on the following

terms and conditions, to wit:-

- 1... The tenancy shall be for a term of five  
years calculated from the 1st day of February 1923.
- 2... The rent shall be £5 sterling per annum  
payable in advance to the Lessor at Mafeking.
- 3... The Lessee agrees not to assign or sublet the  
said farm.
- 4... The Lessee shall be entitled to take dry wood

for.....

for his own use and to cut trees for use on the farm but shall not be entitled to sell wood or to remove wood from the farm for any purpose.

5... The Lessor shall have the right to live on and shall be taken to occupy <sup>portion of the</sup> the said farm, and this

Lease shall not be constructed as a disposition or alienation of his right of occupation of the said farm.

*J.M.A.*  
*W.*

6... The Lessee agrees not to interfere with the natives now living on the said farm.

7... The Lessee shall have their right to plough anywhere on the said portion measuring 10 morgen.

8... As further consideration for the said Lease the Lessee undertakes:-

- (a) To dig a well on the said farm and find sufficient water therein to water 100 head of cattle per diem
- (b) To build a house of six rooms of raw brick with pitched iron roof
- (c) To make a dam 100 yards long, the wall of which shall be 7 ft. high 14 ft. wide at the bottom and 3 ft. wide at the top.

These improvements the Lessee undertakes to complete before the expiration of this Lease.

9... The Lessee agrees to occupy the said portion in a proper and husbandlike manner and the Lessor covenants

that so long as the Lessee keeps the conditions hereof, he shall, subject to the terms and conditions hereof, have free and undisturbed occupation of the portion during the said tenancy.

10.. The Lessee shall have the option of renewing this Lease for a further period of five years at a similar rental and subject to similar conditions.

11.. On the expiration of the said Lease the Lessee shall hand back the said property with the improvements set out in Section 8 duly completed and in good order and repair but shall not be entitled to any compensation whatsoever in respect of the said improvements or any other improvements effected on the said farm.

12.. The Lessee shall not have the right to impound any native cattle straying on his portion of the farm but should any cattle trespass, retain such cattle pending the arrival of the owner thereof provided that should the owner of such cattle and the Lessee not be able to agree on the amount payable for damages in respect of the trespass the matter shall be referred to the said Paramount Chief whose

decision.....

decision shall be final.

THUS DONE AND EXECUTED at MAFEKING the 15th

day of May 1923.

As Witnesses:-

1. Alber

2. Matimer

G. R. Hulme

Ephraim Inolema

F. L. Montsioa



Approved under authority from and  
on behalf of His Royal Highness  
the High Commissioner (Despatch  
no 2505:12:10:23).

Ellenberg

Mafeking  
15. 10. 23.

Acting Resident Commissioner

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