

PROSPECTING AGREEMENT

BETWEEN

JOHN BOKO-LOPANG MONTSIOA

and

JAMES FLEMING & JOSEPH LEO ASHLEY

Dated at Mafeking this 14 day  
of May 1943.





NOTARIAL AGREEMENT.

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BE IT HEREBY MADE KNOWN that on this the 14<sup>th</sup> day of May in the year of Our Lord one thousand and nine hundred and twenty three, before me, Michael Edward Rice of Mafeking, South Africa, Notary Public, by lawful authority duly sworn and admitted, personally came and appeared

JOHN BOKO-LOPANG MONTSIOA

of Mafeking, aforesaid, hereinafter called the said Owner as party of the first part and

JAMES FLEMING & JOSEPH LEO ASHLEY

Both of Mafeking, aforesaid, hereinafter called the Prospectors as parties of the second part.

Whereas



Whereas the said party of the first part is the owner of the farm known as Devon-dale No            in extent thirteen hundred and nine (1309) morgen and four hundred and fifty nine (459) Roods, situate in the Division of Mafeking.

And whereas the said owner has agreed to grant to the said Prospectors the sole option and preferent right to prospect and search for gold, silver, platinum, diamonds and other precious or base metals and minerals of all and whatsoever nature upon the whole of the said farm hereinbefore described upon the following terms and conditions:-

1. That the said Owner for himself his heirs executors or assigns hereby grants unto the said Prospectors their heirs, executors or assigns the sole option and preferent right to prospect or search dig for and mine for gold, silver, platinum, diamonds or other precious or base metals and ---- minerals of all and whatsoever nature upon the aforesaid farm or any portion thereof.
2. That the period of this option shall be for a period of one year and two months reckoned from the date of commencing operations.
3. That the said Prospectors shall have the first two months of the option free of charge and for the following twelve months shall pay the sum of £2 per month to and at the residence of the owner, payable in advance.



4. That the Prospectors shall have the right at their option to renew this agreement for a further period after the expiration of the first 14 months on payment of the sum of £2 per month, payable as aforesaid, the period of such option to be at the discretion of the Prospectors.
5. That the Prospectors shall have the right for themselves, their heirs, executors, assigns or servants to do everything necessary for the prosecution of such prospecting, digging and mining operations by boring, sinking shafts, making cuttings or excavating or otherwise as at their absolute discretion they may think fit and for that purpose to have free and unrestricted rights of access and way over the said property; to erect and remove machinery and buildings and to construct railway and tram lines and use material on the said farm required for such purposes, to graze cattle and to use all water upon the said property as shall be necessary for the proper conducting of such prospecting operations except what the owner shall reasonably require for domestic purposes, and in particular for the purposes aforesaid or any of them the Prospectors their heirs, executors and assigns and their workmen and employees shall have all the similar rights and privileges following, that is to say:-

(a) The right to dig, mine, sink shafts,

dig



dig trenches and holes and also to put down drill and bore and work and develop and use the same respectively.

(b) The right to use running water, wells and dams for themselves, their work-  
*MSF*  
*MSF*  
*MSF*  
men, employees and <sup>sixteen</sup> cattle and live-stock in connection with such operations as may not be required by the owner for domestic purposes and the right to graze such cattle as may be necessary for ~~conducting~~ <sup>conducting</sup> such operations.

(c) The right to build and erect dwelling houses, out houses, huts, machinery etc. which may be necessary and convenient in connection with the operations.

(d) The right to remove all and every the erections and constructions erected or constructed under the preceding clause.

6. That the said Prospectors shall have the sole right to all the gold, silver, platinum, diamonds or other minerals found on the said farm the ownership of which is hereby expressly vested in the Prospectors the said owner waiving all his right title and interest thereto.

7. That notwithstanding anything herein contained it is agreed and understood that the said Prospectors shall have the right at any time during the existence of this agreement or any renewal thereof to give the owner one month's notice in writing of their intention to abandon their rights

hereunder



hereunder and at the expiration of such month no further liability for rental or any otherpayment shall attach them.

8. That in consideration of these rights the said Owner shall be entitled to receive 5% of the nett profits on all minerals won on the said farm and disposed of by the said Prospectors.
9. That the said owner shall have all surface rights such as Licence money and the right to Lease trading stores or stands on the distinct understanding that such surface rights shall in no way interfere with any of the rights granted to the said Prospectors so as to interfere with their prospecting, digging or mining operations.

Thus done contracted and agreed at Mafeking aforesaid, the day month and year aforewritten in the presence of the witnesses *Lucy Kathleen Chowles* and *Syngell Mathekili Njinganjinga* who together with the Appearers and me, the Notary, have duly subscribed to the original now remaining in my protocol.

Quod Attestor

*W. D. Rice*  
Notary Public.



I hereby certify that the original hereof has been duly stamped, and that stamps of the value of £ .2/- have been duly cancelled according to law.

*W. D. Rice*  
Notary Public



I hereby cede all my  
right, title and interest  
in and to the within  
contract to Spencer  
Augustus & McClure  
of Maskeing for value  
received -

Dated at Maskeing  
the 14<sup>th</sup> day of March  
1925.

As witnesses:

Whitman  
D. Maskeing

J. H. Ashley



**Collection Number: A979**

**Silas T MOLEMA and Solomon T PLAATJE Papers**

***PUBLISHER:***

*Publisher:- Historical Papers, University of the Witwatersrand*

*Location:- Johannesburg*

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