

Memorandum of Agreement made and entered into at Mafeking this 24 day of April 1900 between Silas Molema of Mafeking of the one part and John Kay also of Mafeking of the other part.

The said Silas Molema agrees to let to the said John Kay who agrees to live certain irrigated lands about five morgen in extent (bounded on the North, East and West sides by a stone wall and on the South side by the Molopo River) situate on the Mafeking Native Reserve and over which the said Silas Molema has tribal rights, together with all the water rights of the said Silas Molema in respect of the same, on the following terms and conditions:

1. The lease shall be for the terms of two years commencing on the 21st day of April 1900 and ending on the 20th day of April 1902.

2. The rent shall be £30 per annum payable quarterly in advance for the first year and £35 payable quarterly in advance for the second year.

3. The said John Kay agrees not to sublet the said ground or any portion thereof without the consent of the said Silas Molema first had and obtained and to deliver over the same at the expiration of the said lease or whenever lawfully called upon so to do.

4. The said Silas Molema reserves to himself all crops of fruits

to be obtained from the peaches growing on the said land together with
the right to cut and take the same.

And it is further stipulated and agreed between the parties
hereto that should either of them at any time commit any breach of
any condition herein contained it shall and may be lawful for the other
party should he so desire it to declare this agreement to be cancelled
void and of no effect.

In witness whereof the parties hereto have set
their hands at Washington the day and year above written.

As witnesses:

L. Minchin

(Signature)

Ira Cowan

Geo. F. Anderson
John Kay
his X mark

Memorandum of Agreement made and entered into at Mafeking this
33rd day of April 1900 between Silas Molema of Mafeking of the
one part and John Kay also of Mafeking of the other part.

The said Silas Molema agrees to let to the said John
Kay who agrees to hire certain irrigated lands about five acres
in extent (bounded on the North, East, and West sides by a stone wall
and on the South side by the Moloko River) situate on the Mafeking
Native Reserve and over which the said Silas Molema has tribal
rights, together with all the water rights of the said Silas Molema
in respect of the same, on the following terms and conditions:

1. The lease shall be for the term of two years commencing on
the 31st day of April 1900 and ending on the 30th day of April
1902.

2. The rent shall be £30 per annum payable quarterly in advance
for the first year and £35 payable quarterly in advance for the
second year.

3. The said John Kay agrees not to sublet the said ground or any
portion thereof without the consent of the said Silas Molema
first had and obtained and to deliver over the same at the ex-
piration of the said lease or whenever lawfully called upon so

60 66.

4. The said Silas Molema reserves to himself all crops of fruits to be obtained from the peach trees growing on the said land together with the right of entering the land to gather the same.

And it is further stipulated and agreed between the parties hereto that should either of them at any time commit a breach of any condition herein contained in small and may be lawful for the other party should he so desire it to declare this agreement to be cancelled, void and of no effect.

In witness whereof the parties hereto have set their hands at Mafeking the day month and year above written.

As witnesses:

P. M. M. M. M.

Iua bowae.

Silas J Molema
John Kay
his X mark

Collection Number: A979

Silas T MOLEMA and Solomon T PLAATJE Papers

PUBLISHER:

Publisher:- Historical Papers, University of the Witwatersrand

Location:- Johannesburg

©2012

LEGAL NOTICES:

Copyright Notice: Copyright for all materials on the Historical Papers website is owned by The University of the Witwatersrand, Johannesburg and is protected by South African copyright law. Material may not be reproduced, distributed, transmitted, displayed, or otherwise published in any format, without the prior written permission of the University of the Witwatersrand, Johannesburg.

Disclaimer and Terms of Use: Provided that you maintain all copyright and other notices contained therein, you may download material (one machine readable copy and one print copy per page) for your personal and/or educational non-commercial use only.

People using these records relating to the archives of Historical Papers, The Library, University of the Witwatersrand, Johannesburg, are reminded that such records sometimes contain material which is uncorroborated, inaccurate, distorted or untrue. While these digital records are true facsimiles of paper documents and the information contained herein is obtained from sources believed to be accurate and reliable, Historical Papers, University of the Witwatersrand has not independently verified their content. Consequently, the University is not responsible for any errors or omissions and excludes any and all liability for any errors in or omissions from the information on the website or any related information on third party websites accessible from this website.

This document is part of a collection owned by the University of the Witwatersrand, Johannesburg and deposited at Historical Papers at The University of the Witwatersrand.
