

**PROCLAMATION.**

BY

HIS EXCELLENCY THE HIGH COMMISSIONER.

No. 2, 1911.—DATED 21st JANUARY, 1911.

**Preamble.**

WHEREAS it is expedient to confirm the Tati Concessions Limited in the full, free and undisturbed possession as owners of all the land within the Bechuanaland Protectorate, usually known and hereinafter referred to as the Tati District, subject to all the terms and conditions of this Proclamation and in accordance with the laws now or hereafter in force within the Bechuanaland Protectorate;

And whereas certified copies of certain plans annexed to an agreement dated the 2nd of November, 1910, and made between the Tati Concessions Limited of the one part and the Rhodesia Railways Limited of the other part, a copy of which agreement is set out in the Third Schedule hereto have been deposited at the Office of the Resident Commissioner for the Bechuanaland Protectorate at Mafeking for identification and reference;

Now, therefore, under and by virtue of the powers in me vested, I do hereby declare, proclaim and make known as follows:—

Part I of the Police Offences Act will be found printed as an annexure to Proclamation No. 21 of 1896.

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**Land in the Tati District vested in the Tati Concessions Ltd.**

1. The Tati Concessions Limited, its successors and assigns, is hereby confirmed in the full, free and undisturbed possession as owners of all the land within the Tati District, the limits of which district are as follows, viz.: From the place where the Shashi River rises to its junction with the Tati and Ramaquaban Rivers, thence along the Ramaquaban River to where it rises and thence along the watershed of those rivers, subject to all the terms and conditions of this Proclamation and in accordance with the laws now or hereafter in force within the Bechuanaland Protectorate.

- (1) The lands within the said Tati District, which are described in the First Schedule hereto annexed are hereby with the consent of the company assigned as a reserve for the occupation of natives; such reserve shall be under the control of the Government; and within it the company shall save as in this Proclamation expressly provided have no power or authority to deal or interfere with the occupation of land by the natives and the natives residing within the said reserve shall hold and occupy the land included therein subject to such rules and regulations as are named in the Second Schedule hereto or as may from time to time be proclaimed to be in force by the High Commissioner in accordance with the provisions of this Proclamation.
- (2) The right of the Tati Concessions Limited to claim rent from natives within the native reserve shall cease and in lieu thereof the Government of the Bechuanaland Protectorate will pay the Tati Concessions, Limited, the annual sum of £1,000 (one thousand pounds), payment to be made on every first day of June.
- (3) The Government of the Bechuanaland Protectorate will cause to be removed all natives within the Tati District to the Native Reserve, but nothing herein contained shall prevent the Tati Concessions, Limited, from arranging to let any portion of its land to individual natives nor shall anything herein contained require the removal of any natives in service or employment within the Tati District.

**Not to affect rights or obligations of the Rhodesia Railways.**

2. Nothing in this Proclamation contained shall add to or take away from any rights or obligations which have been conferred on or imposed on the Rhodesia Railways, Limited, by the agreement of second of November, 1910, between that company and the Tati Concessions Limited, a copy whereof is set out in the Third Schedule hereto, and the plans annexed to which have been deposited as hereinbefore recited.

**Land may be appropriated for public buildings.**

3. It shall be lawful for the High Commissioner at any time to select and set apart sites upon any land within the Tati District for the erection of public buildings and for the use of officials of the Government of the Bechuanaland Protectorate, and to occupy the same free of charge and without the interference of any person or company; provided that in the case of land being selected for any of the above purposes whereon improvements have been made there shall be paid out of the revenue of the Bechuanaland Protectorate to the party interested, the beneficial value of the said improvements.

**Land may be disposed of by Company by sale or lease.**

4. The Tati Concessions, Limited, shall have full power and authority to dispose by sale, lease, or otherwise of any portion of the land within the Tati District not being land reserved as aforesaid for natives or for the Rhodesia Railways, Limited, or land selected as sites by the High Commissioner as hereinbefore set forth; and the purchaser or lessee or occupier under any agreement with the Tati Concessions, Limited, shall have the right of full, free and undisturbed possession subject to the terms of the said purchase, lease or agreement, and to the terms of this Proclamation.

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**Sales and leases prior to date of Proclamation remain valid.**

5. All sales, leases or agreements whereunder occupation of land has been given by the Tati Concessions, Limited, prior to the date of this Proclamation and still binding, shall be recognised as valid and shall subject to the terms thereof and to the provisions of this Proclamation, be regarded as conferring upon the purchaser, lessee or occupier, a right of full, free, and undisturbed possession in respect of the said land.

**Rights to minerals and precious stones reserved to the Company.**

6. The right to all minerals and precious stones under the land in the Tati District is reserved to the Tati Concessions, Limited, and also the right of prospecting for and working the same, but no mining operations shall be carried on under any land on which buildings have been erected or improvements made unless and until compensation has been paid for any loss to be sustained by the owner or owners of such buildings or improvements by reason of such operations and in the case of land reserved for the Rhodesia Railways, Limited, no prospecting or mining operations shall be carried on in such manner as to interfere with the working and safety of the said line of railway or with any works constructed for the purposes of the said railway.

**Government officials have right to cut timber and graze stock.**

7. All officials of the Government of the Bechuanaland Protectorate, including members of the Government Police, shall have reasonable facilities for cutting timber required for ordinary public purposes upon any portion of land within the Tati District free of charge, and shall also have the like facilities for the grazing of stock or animals, their property or in their possession for the purposes of their duties; provided that the said rights of grazing and cutting wood shall be exercised reasonably both in extent and manner and such rights shall not extend to land which has been or shall have been *bona fide* sold or leased by the Tati Concessions, Limited, and provided further that such rights shall not be exercised in such manner as to interfere with the planting of trees by the Company or with young trees, but nothing in this section contained shall be held to interfere with reasonable rights of outspan by the Protectorate Police in any part of the Tati District.

**Company may not make laws or levy taxes.**

8. Nothing contained in this Proclamation or in any other law shall authorize the said company to make or administer laws within the Tati District, or to levy any rate, tax, licence, duty or impost therein and all powers of legislation, administration and taxation are reserved to and remain vested in His Majesty's High Commissioner, but nothing shall interfere with the rights of the company as owners to grant or refuse to grant permission to prospect or mine upon their lands or to impose such conditions upon the grant of any such rights as they may deem fit.

**Nothing in Proclamation shall affect the B.S.A. Co.'s Charter.**

9. Nothing contained in this Proclamation shall affect or interfere with any of the provisions of Her Majesty's Charter granted to the British South Africa Company, but the said provisions shall in so far as they relate to or affect the Tati Concessions Limited or the Tati District be and remain operative.

**Commencement of Proclamation.**

10. This Proclamation shall take effect from the date of its publication in the *Gazette*.

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**SCHEDULE 1.**

**THE FIRST SCHEDULE HEREINBEFORE REFERRED TO.**

The following are the boundaries of the area herein referred to as the native reserve:—

A straight line drawn from Beacon No. 12 (58) on the Rhodesian Border due south to a point where such straight line strikes the Inchwe River; thence along the Inchwe River to a point where the Inchwe River is intersected by a straight line drawn from Ramaguabane Railway Siding to the south side of Pole's Kraal. Thence by a straight line from the Inchwe River to Pole's Kraal; thence by a straight line to the south side of Masunga's Kraal; and thence from Masunga's Kraal by a straight line crossing the Vukwe River to Dombashaka Mountain. Thence by a straight line from Dombashaka Mountain to Needle Rock; and thence by a straight line from Needle Rock to the northern extremity of the Vukwe Mountains, and then along the watershed of those mountains until the Vukwe River is reached one and a half miles below the Vukwe Drift. Thence from the beforenamed junction of the mountains with the Vukwe River along the Vukwe River to its junction with the Shashi River; thence in a northerly direction following the boundary of the Tati District from the last-named junction along the Shashi River to its source, which is marked by beacon No. 1. Thence in a south-easterly direction along the watershed which constitutes the northern or north-eastern boundary of the Tati District, and which watershed has been scientifically surveyed and remains defined by beacons until Beacon No. 12 (58) before named is reached.

**SCHEDULE 2.**

**THE SECOND SCHEDULE HEREINBEFORE REFERRED TO.**

The Tati Concessions will retain the mining rights (including precious stones) over the land set apart for a native reserve subject to the following conditions:—

- (a) In the event of any land in the reserve being taken for mining purposes the natives shall have a sufficient supply of water reserved for their use.
- (b) If it is found necessary to remove any native huts or gardens, fair and equitable compensation shall be paid to the natives disturbed.
- (c) The officers and licensees of the company are to have all necessary rights-of-way and access for prospecting or mining purposes, but such rights shall be exercised so as not to interfere unduly with the natives.
- (d) Prospecting shall be carried on so as not to interfere unduly with native occupation, and to be subject to suitable compensation where disturbance cannot be avoided.
- (e) The company shall have the right to make surveys and to erect beacons for mining purposes subject to the approval of the Resident Commissioner.
- (f) The company shall retain the right to take a reasonable amount of timber and other wood and grazing for mining purposes, but not otherwise; and the natives shall be prevented from destroying timber, though permitted use of wood to a reasonable amount for firewood and for their huts.
- (g) The right of access to the reserve accorded to the company and its licensees by these regulations shall be subject to the control of the Resident Commissioner.
- (h) The reserve will be for the occupation of natives only, and they will not be permitted to alienate any of their rights to white men.
- (i) Provisions will be made to prevent water pollution or firing of grass which may affect or damage properties adjoining the reserve.

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SCHEDULE 3.

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO.

AGREEMENT under seal made the Second day of November, One thousand Nine hundred and Ten, between the Tati Concessions, Limited (hereinafter called "the Tati Company," and which expression shall include the successors and assigns of the Tati Concessions, Limited, where the context permits) of the one part and the Rhodesia Railways, Limited (hereinafter called "the Railway Company," and which expression shall include the successors and assigns of the Rhodesia Railways, Limited, where the context permits) of the other part.

Whereas the Railway Company has constructed a railway through the Tati Concessions which is of the length of seventy and one half miles or thereabout;

And whereas as the result of negotiations extending over some years, the Tati Company and the Railway Company have agreed to enter into this present agreement;

Now this agreement witnesseth and it is hereby agreed as follows:—

1. The Tati Company will convey to the Railway Company within twelve months from the date of this agreement, subject to any existing rights of way and water, the strip of land of a varying width which with its dimensions is shown on the plan marked "A" hereto annexed and is thereon distinguished by the colour blue and extends along the line of the railway for a mile each way from a point opposite the centre of the Main Avenue at Francistown in the Tati Concessions, and also extends to and includes the site of the engine-shed which is shown on the Plan "A" but has now been removed.

2. Beyond the northern extremity of the said strip of land and beyond the southern extremity of the said strip of land in each case to the boundary of the Tati Concessions, the Tati Company will convey to the Railway Company within twelve months from the date of this agreement, subject to all existing rights-of-way, a strip of land along the line of the railway of the uniform width of one hundred yards, the centre line of which shall be the centre line between the present single line of rails. The Railway Company shall give notice to the Tati Company of its intention to fence any portion of the railway and shall from time to time provide a reasonable number of gates and crossing places over both the enclosed and unenclosed parts of the railway.

3. The Tati Company will convey to the Railway Company within twelve months from the date of this agreement for railway purposes only, the piece or pieces of land at Francistown containing together forty-six acres and shown with the dimensions thereof on the Plan "A" and thereon distinguished by the colour red, subject to the public cart or wagon road generally known as the Monarch Road, and to all other existing rights of way and water.

4. The Railway Company shall be entitled (within five years from the date of this agreement) to make such deviations in the line of railway as it may desire (in order to improve the same), except within one mile each way from the central point mentioned in Clause 1 hereof, and may take land which shall not have been improved, let or sold, required for such deviation free of compensation; provided, however, that after the completion of such deviation, the strip of land referred to in Clause 2 hereof, shall be a strip of a uniform width of one hundred yards, the centre line of which shall be the centre line between the improved single line of rails; provided always that the site of that portion of the railway for which any deviation shall be substituted with the land adjoining thereto shall revert to and be vested in the Tati Company, and the cost of re-transfer of any such land rendered necessary by such deviations shall be borne by the Railway Company. On any such improved strip the Tati Company may reserve timber equal in quantity to the timber that may have already been cut on the relinquished strip.

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5. The Railway Company has for some years past pumped water from the River Tati at or near a pumping station marked "A" on the Plan "A," and conducted such water to its railway and works through the line of pipe in the direction shown on the said plan by the words "Rhodesia Railway Water Pipe." The Tati Company hereby confirm and will grant to the Railway Company the right to pump water, but for railway purposes only, from the said river at or near the said pumping station, and to conduct water therefrom to its railway and works through the said line of pipes, and will convey to the Railway Company within twelve months from the date of this agreement for railway purposes only a piece of land one hundred feet by one hundred feet for the purposes of the pumping station and shown on the plan hereto by the letter "A," and also will grant to the Railway Company the right to maintain, repair, and renew the said line of pipes, and a right of way for the purposes of this clause along the said line of pipes from the said river to the strip of land mentioned in Clause 1 hereof, but nevertheless in the exercise of their respective rights conferred by this and the following or previous clauses, neither of the parties hereto shall in any way damage or interfere with any line of pipes which belongs or may belong to the other party. The Railway Company shall not tunnel or drive upstream from the said pumping station in the direction of the pumping-house marked "B" on the plan "A."

6. The Tati Company will grant to the Railway Company the right at any time hereafter to search for and take water but for railway purposes only anywhere in the area between the said pumping station "A" and the railway bridge on the Tati River below that station, and to erect pumping stations in such area and to conduct water by a line of pipes from such station to its railway and works and to maintain, repair and renew any such line of pipes and also a right-of-way along any such line of pipes for the purposes of this clause. The right however shall be granted subject to any other water-rights that may be in existence at the time of the exercise thereof. Provided that nothing herein contained shall be prejudicial to the right of the Railway Company to search for water between these points on such land as may have been duly transferred to the Railway Company and if found to erect pumping stations and conduct water by a line of pipes to its line of railway.

7. The Tati Company will not at any time hereafter grant to any person, persons or company, any water or other right which shall permit of the sinking of a well within one hundred yards of any well previously sunk by the Railway Company under the right to be granted under the last preceding clause hereof.

8. The Tati Company confirm the arrangement made with the Railway Company in the year one thousand nine hundred and two, under which a dam was built by the Railway Company across the River Inchwe near the one thousand two hundred and sixty-seven mile peg and an area of sixty-six acres was enclosed which area is shown on the plan B hereto annexed, and a line of pipe was laid from the dam to the railway in the direction marked "pipe line" on the plan B, and the water was conducted for railway purposes only along the said pipe line from the dam to the railway and will grant for railway purposes only the said sixty-six acres of land and also the right to maintain, repair and renew the said last-mentioned line of pipes and a right of way along such line of pipes for the purposes of this clause.

9. All minerals in and under the land hereinbefore mentioned shall be reserved to the Tati Company with the right to work the same and the right to run under or over the railway all reasonable means of communication, such as pipe lines and electric wires, but these rights shall not be exercised until the Tati Company shall have given notice to the Railway Company of its intention to do so or so as to imperil in the opinion of the engineer for the time being of the Railway Company the safety and safe working of the railway or any of its buildings or works or any line of pipe, and such engineer shall at all times have and be given by the Tati Company such facilities as he may reasonably require for inspecting any works in progress.

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10. The Railway Company may sell, let, or otherwise deal with the land referred to in Clause 2 hereof as it shall think fit, but all other land hereby agreed to be granted shall be used for railway purposes only.

11. The Railway Company shall not sell any refreshments at Francistown except in ordinary course to passengers in its trains.

12. The Railway Company desiring in its own interest to develop the district of the Tati Concessions and thereby to increase its own traffic will consider and so far as possible meet the Tati Company in any suggestions or arrangements which it may desire to make in the future.

13. Until such time as there is on the railway a service of more than one passenger train a day in each direction all passenger trains shall stop at Francistown, and when there is such a service one passenger train each way and not less than half of all additional passenger trains each way shall stop at Francistown.

14. Any notice required to be given hereunder or under any deed or instrument executed pursuant hereto shall be a four weeks' notice in writing to be served on the Railway Company at its principal office at Bulawayo and upon the Tati Company at its principal office at Francistown.

15. Each party hereto will at the request and cost of the other party execute and do all deeds, instruments and things as shall be reasonably requisite or necessary to carry this agreement into effect.

In witness whereof the parties hereto have caused their common seals to be hereunto affixed the day and year first above written.

The Common Seal of the Tati Concessions, Limited, was hereunto affixed pursuant to a resolution of the Board of Directors in the presence of

ERNEST C. COCHRANE,

T. M. THACKTHWAITE,

Directors.

W. HOWARTH, Secretary.

Seal.

The Common Seal of the Rhodesia Railways, Limited, was hereunto affixed pursuant to a resolution of the Board of Directors in the presence of

R. MAGUIRE,

HENRY BIRCHENOUGH,

Directors.

R. J. HACKSHAW, Secretary.

Seal.