

PRIVATE & CONFIDENTIAL

**THE BECHUANALAND EXPLORATION COMPANY LIMITED CO No.:
26499 (United Kingdom) / Co. No. 872 (Botswana)**

Draft 1: 12/05/2003

Mining in Northern Rhodesia – J. Austen Bancroft

“On 25 April 1888 Bechuanaland Exploration Company Limited was registered with Lord Gifford as Chairman, and Edmund Davis as one of the Directors. With its offices in Bulawayo and London, this Company became ‘Managers in South Africa’ for (a) the **Northern Territories (B.S.A) Exploring Company** registered on 19th February 1895, which was reorganised as the **Northern Copper (B.S.A) Company** in June 1899; (b) the **Rhodesia Copper Company** registered on 31st January 1902; (c) the **Rhodesia Broken Hill Development Company** registered on 30th November 1904; and (d) the **Rhodesia Copper & General Exploration & Finance Company** registered 5th March 1909.

The Bechuanaland Exploration Company was also the ‘Agents in South Africa’ for (e) the **Kafue Copper Development Company** registered on 31st May 1905, and (f) the **Bwana M’Kubwa Copper Mining Company** registered on 16th March 1910.

These six companies were formed by Edmund Davis and allied interests. It would require a mentally agile type of accountant to unravel the interlocking interests of these early companies and to record the transfers of proportional interests in various properties from one company to another.

13 Feb. 1895 Correspondence B.S.A to Chartered Gold Fields Limited
**Recorded 15/1/1913 as No. 3/1 in the Registry of Mining Titles,
Northern Rhodesia**
The Secretary, **Chartered Gold Fields Limited**
19 St. Swithin’s Lane, London
“...my Directors hereby grant you (subject to the Company’s regulations as to land, mines or minerals now or to be hereafter put in force or promulgated by Ordinance or otherwise, in respect of its sphere of operations North of the Zambesi) the right to locate one hundred square miles of land within such sphere, carrying ordinary mineral rights and land rights...”
“The above grant carries further with it the right to select either North or South of the Zambesi, within twelve months from this date, 6 000 acres with coal bed beneath, the balance of the coal area to be reserved for the British South Africa Company.” (Located in Southern Rhodesia)
“The proportion of vendors interest which is to accrue to the B.S.A in respect of flotation arising from the above grants to be 40 %.”
Signed: Herbert Canning (Secretary)

13 Feb. 1895 Correspondence B.S.A to The Bechuanaland Exploration Company Limited
Recorded 15/1/1913 as No. 3 in the Registry of Mining Titles,

Northern

Rhodesia

Messrs. F.R. Burnham & Pearl Ingram and **The Bechuanaland Exploration Company Limited**
19 St. Swithin's Lane, London

"I am instructed to inform you that my Directors hereby grant you (subject to the Company's regulations as to land, mines or minerals now or to be hereafter put in force or promulgated by Ordinance or otherwise, in respect of its sphere of operations North of the Zambesi) the right to locate 200 square miles of land in such sphere in the names of Messrs. Burnham and Ingram – 100 square miles in each name – and 100 square miles in the name of The Bechuanaland Exploration Company Limited – in all 300 square miles carrying ordinary mineral and land rights and subject to any regulations as to servitudes and other rights which may be made by the Company from time to time."

"The above grant carries further with it the right to select either North or South of the Zambesi, within 12 months 6 000 acres with coal bed beneath, the balance of the coal area to be reserved for the B.S.A." (Located in Southern Rhodesia)

"The proportion of vendors interest which is to accrue to the B.S.A in the respective flotations of gold properties arising from the above grants to be reduced to 33 % owing to the valuable services rendered by Messrs. Burnham and Ingram and yourselves."

Signed: Herbert Canning (Secretary)

Correspondence

Correspondence B.S.A to The Bechuanaland Exploration Company Limited
Messrs. F.R. Burnham & Pearl Ingram and The Bechuanaland Exploration Company Limited
19 St. Swithin's Lane, London

"With reference to your letter of today's date stating that the capital of £25 000 required under my letter of 13th February last has been guaranteed, I have now the pleasure to make a formal confirmation of the grant of 300 square miles carrying ordinary mineral and land rights."

Signed: Herbert Canning (Secretary)

15 May 1895

Correspondence B.S.A to J.W. Dore Esq.
The letter reproduced below dated 21/5/1895 to Mr. Dore was in fact confirmation of the grant contained in a letter dated Cape Town 9/4/1895 from the B.S.A to Mr. Dore, which latter letter was registered on 15/1/1913, as Mining Title No. 3/3 in the Registry of Mining Titles, Northern Rhodesia

J.W. Dore, Stermont, Potters Bar and 66 Old Broad Street, London

"With reference to your correspondence with our Cape Town Office, my directors hereby grant you (subject to this company's regulations as to land, mines or minerals now or to be hereafter put in force or promulgated by Ordinance or otherwise in respect of its sphere of operations North of the Zambesi) the right to locate within such sphere, where available, thirty thousand morgen of land in one block, carrying ordinary mineral and land rights and subject to any regulations as to servitudes and other rights which may be made by this Company from time to time. The selection of the land to be approved by the

Administrator. The above grant is made with the condition that you have raised to the satisfaction of my Directors within two months from this date a cash working capital of at least £10 000."

Signed: Herbert Canning (Secretary)

London Office Note:

The following is a copy of the letter date Cape Town 9/1/1895 referred to.

Correspondence B.S.A to J.W. Dore

"Referring to your conversation with Mr. Rhodes today, I am desired to inform you that, subject to the Board's approval, Mr. Rhodes grants you the right to locate a block of ten farms of three thousand morgen each within such sphere carrying ordinary mineral and land rights and subject to any regulations as to servitudes and other rights which may be made by the B.S.A from time to time. The above grant is made with the condition that you undertake to expend, within two years from date, the sum of ten thousand pounds in the Company's territories. Titles to farms to be issued on satisfactory proof of expenditure of this sum of money."

Signed: J.S. Stevens (Acting Secretary)

27 March 1888 **AGREEMENT: Edward Jones to F.I. Ricarde-Seaver – Supplement to an**

Agreement between the same parties dated 27th March 1888

An Agreement made and entered into in London England the 27th March 1888. **Between Edward Jones** now temporarily resident in this Country, Mining Engineer of the one part and, **Francis Ignatius Ricarde-Seaver** of 26 Rue Camdon, Paris in the French Republic Gerant of the 'Caisse des Mines', a French Company 'en Commandile' (carrying on its business in Paris) and acting on its behalf of the other part.

Whereas on the 16th December 1887 certain rights to prospect for precious stones and precious metals and other minerals throughout the Territory of Kgama Chief of the Bamangwato in the Bechuanaland Protectorate South Africa and to select mining areas and search for and win precious stones, gold, silver, platinum and other minerals over and in one or more areas not to exceed in the aggregate twenty miles square or four hundred square miles to be chosen by the granters and to enjoy certain privileges in connection with the aforesaid matters were granted by the said Chief to the Northern Gold Fields Exploration Syndicate of Cape Town upon certain terms and conditions and subject to certain rents and royalties and under certain stipulations and restrictions mentioned in an Agreement of the said date made between the said Chief and certain persons acting on behalf of the said Syndicate and by a letter or memorandum under the hand of the said Chief dated 17th December 1887 the said privileges were (subject as therein mentioned exclusively) accorded to the said Syndicate for the full period of two years from the date thereof.

And whereas the said Syndicate in pursuance of the powers upon them by the said Agreement are now exploring and prospecting upon the said territory for precious stones and minerals and it appears by two cablegrams date respectively the 10th and 14th March instant addressed by the said Syndicate to the said Edward Jones that Gold has been discovered upon the said territory.

And whereas the benefit of the said Agreement and letter is now vested in the said Edward Jones who has agreed to transfer his rights letter and interest therein to the said Francis Ignatius Ricarde-Seaver acting on behalf of the said Caisse des Mines upon the terms and conditions herein after expressed.

This therefore agreed as follows:

1. **The** said Edward Jones agrees to sell, and the said Francis Ignatius Ricarde-

Seaver for and on behalf of the Caisse des Mines agrees to purchase the right letter and interest of the said Edward Jones and of the said Northern Gold Fields Exploration Syndicate to and in the said Agreement and letter of the 16th and 17th December 1887 and therefore the said Francis Ignatius Ricarde-Seaver and the Caisse des Mines will fully perform all the conditions of the said Agreement and letter and indemnify the said Syndicate and the said Edward Jones from and against all liability in respect thereof.

2. **As** part of the consideration for the said purchase the said Francis Ignatius Ricarde-Seaver will on or before the execution of the Agreement deposit with Fuller Banbury Com of Lombard Street in the City of London the sum of three [SHOULD BE FIVE? – NB] hundred pounds to be held in the joint names of George Alfred Gadsden and Frederick Romer and will also (as proof of good faith only) on or before the first day of April next deposit with the Societe Generale of Paris or other Bank to be appointed by Charles Hennclay Hall of Paris to be held in the joint names of the said Charles Hennclay Hall and the Vicente de Caze ten thousand fully paid up shares in the said Caisse de Mines such cash and shares to be dealt with as hereinafter provided.
3. **As** further part of such consideration the said Francis Ignatius Ricarde-Seaver will within one calendar month after notification by letter addressed to him at his address in Paris of the receipt in London of a Power of Attorney by or other Legal Authority under the hands of the said Syndicate in favour of the said Edward Jones enabling him to sell and transfer the said agreement and letter and the benefit thereof respectively register a Company with limited liability under the Companies Act 1869 – 1886 with a nominal capital of one hundred and fifty thousand pounds for the purpose of (amongst other things) acquiring and developing rights and properties mentioned in and generally to perform the objects defined and expressed by the said agreement and letter. The said capital shall consist of one hundred and fifty thousand shares of one pound each of which capital the said Francis Ignatius Ricarde-Seaver shall within the said period, procure to be fully subscribed not less than forty thousand pounds of which thirty thousand pounds shall be working capital and of which the sum of ten thousand pounds mentioned in Clause 4 hereof shall be immediately paid up. The said Company shall be under the direction of five Europeans with a local board of four the latter to be nominated by the said Northern Gold Fields Exploration Syndicate.
4. **As** the remaining part of the said consideration the said Francis Ignatius Ricarde-Seaver shall out of the working capital on completion of the said purchase repay or procure to be repaid, with duly authorised agent of the said Northern Gold Fields Exploration Syndicate or as it may direct its reasonable expedition in and about prospecting and working upon the properties the subject of this agreement as from the 7th February 1888 the amount of such To be verified to the satisfaction of the said Francis Ignatius Ricarde-Seaver or his agent and at the same time and in the same manner pay the sum of ten thousand pounds sterling and at the same time and in the same manner deliver to the said agent of the said Syndicate or as it may direct paid up shares of the said Company so to be formed, as aforesaid of the nominal value of fifty thousand pounds and to the said Edward Jones fully paid up shares of the said Company of the nominal value of sixteen thousand pounds and shall protect both such allotments by necessary registration in compliance with English Law.
5. **The said** purchase shall be completed within the period provided by Clause

3 hereof for the registration of the proposed Company at the offices of W. Frederick Romer situate No. 4 Copthall Chambers London, when the full and complete benefit of the said Agreement and letter shall be duly vested in the said Francis Ignatius Ricarde-Seaver or as the said Caisse des Mines may in writing direct.

6. **Upon** the completion of the said purchase as aforesaid and for the purposes of this Clause and the next Clause time is to be deemed as of the essence of the contract, the cash and the shares deposited under Clause 2 hereof shall be referred(?) to the said Francis Ignatius Ricarde-Seaver or as the said Caisse des Mines may in writing direct, but should the said purchase not be completed on or before the said stipulated date then the said cash deposit of five hundred pounds and five hundred of the ten thousand shares mentioned in Clause 2 shall be forfeited and paid or transferred to the said Edward Jones as liquidated damages and notified formerly.
7. **Should** the said Edward Jones or the Northern Gold Fields Exploration Syndicate not be able to confirm and substantiate the statements made on the aforesaid cablegrams or should not make a good title to the said properties and be in a position to complete the said purchase by the date appointed for that purpose the said cash and shares so deposited shall be returned to the said Francis Ignatius Ricarde-Seaver or the said Caisse des Mines may in writing direct the said Edward Jones shall in addition pay to the said Francis Ignatius Ricarde-Seaver or as the said Caisse des Mines in writing may direct the sum of five hundred pounds as and for liquidated damages and not as a penalty.
8. **The** provisions of this Agreement are intended to be fully binding in all respects as well upon the Caisse des Mines as the said Francis Ignatius Ricarde-Seaver as acting under its authority and this agreement shall include the parties hereto and their executors, administrators and assigns.
9. **Should** any dispute arise concerning any matter or thing included in or implied by this Agreement or any provision hereof the same shall be referred to two arbitrators and an umpire who shall be persons possessing commercial experience in the City of London and such arbitration shall proceed in manner and shall be subject to the consequences provided by the Common Law Procedure Act 1854 or any subsisting Statutory modification thereof. The said arbitrators or umpire shall have full power to award the payment of costs and the award shall be made a Rule of the High Court of Justice on the application of either of the parties or their representatives.

As witness the hands of the parties.

16 May 1888

Agreement for Sale and Purchase of Bamangwatos Concessions

Edward Jones and F.I. Ricarde Leaver

(To be filed with the papers of the Bechuanaland Exploration Company Limited)

An Agreement made and entered into in London, England the 16th May 1888.

Between EDWARD JONES now temporary resident in this country, Mining Engineer of the one part and FRANCIS IGNATIUS RICARDE-SEAVER of 26 Rue Camdon, Paris in the French Republic, Gerant of the Caisse des Mines, a French Company en Commandite (carrying on its business in Paris) and acting on its behalf of the other part.

Supplemental to an Agreement made and entered into on the 27th March 1888 between the same parties as the parties hereto.

Whereas on the 21st April last the said Edward Jones notified to the said Francis Ignatius Ricarde-Seaver the receipt in London of the necessary legal authority in

his favour mentioned in Clause 3 of the said agreement of 27th March 1888 and consequently the 21st May instant is the date stipulated by the said Agreement of 27th March 1888 for completion of the sale and purchase thereby agreed and for other purposes in the last mentioned agreement stated. **And whereas** it is alleged by the said Francis Ignatius Ricarde-Seaver that the fifty thousand pounds stipulated by Clause 3 of the said Agreement of the 27th March 1888 is to be fully subscribed has been so subscribed and that the forty thousand pounds part thereof has been duly paid in cash and now stands to the credit of the Bechuanaland Exploration Company Limited at the London and Westminster Bank Lothbury. **And whereas** it has been agreed to extend the date for completion and otherwise modify the said agreement in the terms and in manner herein under stated.

Now it is hereby mutually agreed as follows: -

1. La Caisse des Mines shall within three days of the signing hereof cause to be deposited in the London and Westminster Bank Lothbury in the joint names of the said Edward Jones and George Cawston Esquire and the said Francis Ignatius Ricarde-Seaver five hundred pounds as an earnest that the said Forty thousand pounds has been fully subscribed as aforesaid and that the said ten thousand pounds has been received in respect of such subscription and will be duly paid.
2. The said La Caisse des Mines shall allot, on or before the 29th May instant, provided the said Bechuanaland Exploration Company Limited shall meanwhile have proceeded to allotments, cause to be deposited in the said Bank in the same names the additional sum of nine thousand five hundred pounds as a further earnest that the said ten thousand pounds will be duly paid.
3. The said date of 21st May instant shall be extended until the 4th June 1888 and the said agreement of 27th March 1888 shall be read through out as though the said 4th June 1888 had originally been inserted therein as the stipulated date.
4. The said Edward Jones agrees that the said fifty thousand shares to be issued under Clause 4 of the said agreement of 27th March 1888 shall not be transferable for one year from the date of the first allotment of shares in respect of fifty thousand shares to be offered for subscription in the terms of a prospectus already submitted to the parties hereto and to be issued by the said Bechuanaland Exploration Company Limited.
5. La Caisse des Mines agrees that any of the shares that may be paid to it on its direction by the said Bechuanaland Exploration Company in part payment of purchase money and which may constitute its net profit shall not be transferable for the like period of one year without the consent of the said Edward Jones.

As witness the hands of the parties.

25 Apr. 1888

Articles of Association

3. The Directors shall forthwith in the name and on behalf of the Company, enter into an Agreement with Francis Ignatius Ricarde-Leaver of the "Caisse Des Mines" Paris, in terms of the draft, a copy whereof, has for purpose of identification, been endorsed with the signatures of three of the subscribers hereto, and shall carry the said Agreement into effect, with full power, nevertheless, from time to time to agree to any modification of the terms of such agreement, either before or after the execution hereof.

Memorandum of Association

3. The objects for which the Company is established are: -

- (a) To acquire certain rights and privileges and concessions granted by Khama, Chief of the Bamangwato, partly within the Bechuanaland Protectorate and partly without, South Africa, to the Northern Gold Fields Exploration Syndicate of Cape Town, and with a view thereto, to adopt and carry into effect, with or without modification, the agreement referred to in Clause 3 of the Company's Articles of Association.
- (b) To search for, prospect, examine and explore mines and ground supposed to contain minerals or precious stones, and to search for, and obtain, information in regard to mines, mining claims, and mining district, and localities in South Africa and elsewhere.
- (c) To purchase or otherwise, acquire, and to sell, dispose of, and deal with mines and mining rights and property supposed to contain minerals or precious stones or other valuables, and any undertakings connected therewith.
- (d) To work, exercise, develop, and turn to account, mines and mining rights, and any undertakings connected therewith, and generally to carry on business as metallurgists.
- (e) To buy, sell, refine, manipulate, and deal in ores and minerals of all kinds and in particular gold, silver and other precious metals and precious stones.

5. The Capital of the Company is £150 000 divided into 150 000 Shares of £1 each, with power to divide the Shares in the Capital for the time being original and increased into different classes of Shares, with any preferential, deferred or special rights and privileges inter alia which may be assigned thereto by or in accordance with the regulations for the time being.

16 May 1888

AGREEMENT: La Caisse des Mines and The Bechuanaland Exploration Company Limited

An Agreement made the 16th of May one thousand eight hundred and eighty eight by La Caisse des Mines of Paris (a Company owned by Francis Ignatius Ricarde Seaver le Gerant and on its behalf) of the one part and The Bechuanaland Exploration Company Limited of London, an English Company incorporated under the Companies Acts 1862 for the other part, supplemental to an Agreement made the 20th [should be 27th – NB] day of March one thousand eight hundred and eighty eight by Edward Jones of the one part and the said Francis Ignatius Ricarde Seaver Gerant of Le Caisse de Mines and acting on its behest the other part and to an Agreement dated the 16th day of May one thousand eight hundred and eighty eight, made for the same parties as the said Agreement of 27th day of March one thousand eight hundred and eighty eight. **Whereas** the Bechuanaland Exploration Company Limited (hereinafter called the "Company") has been incorporated with a capital of £150 000 divided into 150 000 shares of £1 each by the La Caisse des Mines further to the provisions of the said Agreement of the 27th of March 1888 and the Company is being promoted and established by La Caisse de Mines.

It is hereby agreed as follows:

1. La Caisse des Mines shall sell and the Company **acquires** the Concession specified in the schedule hereto and the benefit thereof and of the undertaking also specified of the said schedule and the benefit of all prospecting rights or working under the said Concession since the **year** thereof.
2. La Caisse des Mines shall procure before the **.....** May instant from

responsible persons bona fide subscribers for at least forty thousand shares in the Capital of the Company at par, upon the terms of a prospectus about to be issued by the Company and already prepared and approved by the parties hereto inviting subscriptions for forty thousand shares in the capital of the Company.

3. La Caisse des Mines shall bear and pay all the charges and expenses of and incidental to the preparation and execution and registration of the Memorandum and Articles of Association of the Company and to the promotion and establishment of the Company and of all agreements in compliance therewith or entered into by or on behalf of the Company (including the preparation, publication and circulation of the said prospectus and the preparation and completion of all agreements for procuring contracts guaranteeing subscriptions for any of shares and all payments under such contracts) down to the first allotment in respect of the said fifty thousand shares or if the Directors of the Company shall within three weeks from the date hereof resolve not to proceed to allotment then down to the date of such resolution and La Caisse des Mines shall indemnify the Company from and against all proceedings, claims and demands in respect of all the said costs charges and expenses.
4. In part consideration of the premises the Company shall pay the expenditure mentioned or referred to in Clause 4 of the said Agreement of the 27th March 1888 and the Ten thousand pounds cash payable under the same Clause and shall also issue The fifty thousand shares and Sixteen thousand shares in the Capital of the Company by the same Clause provided to be issued and which shares shall be issued as fully paid up and shall be numbered 1 to 66 000 both inclusive and the Company shall indemnify La Caisse des Mines from and against all proceedings, claims and demands in respect of all the obligations of Clause 4 of the said Agreement of the 27th March 1888 as issued by the said Agreement of the 16th May 1888 the last mentioned 50 000 shares which shall be numbered 1 to 50 000 both inclusive shall not be transferable by the persons or person, or Company to whom they are to be issued under the said Agreement of the 27th March 1888 for one year from the date of the first allotment of the Company in respect of the said 50 000 shares to be offered for subscription upon the terms of the said prospectus or until dividends amounting in the aggregate to 100 % have been paid on the capital of the Company for the time being paid up which ever event shall first occur.
5. In further consideration of the premises the Company shall issue to La Caisse de Mines or as may be directed by La Caisse des mines in writing nineteen thousand shares in the capital of the Company which said shares shall be issued as fully paid up and shall be numbered 66 001 to 85 000 both inclusive and shall be the absolute property of La Caisse des Mines provided nevertheless that the Company shall have the option of paying La Caisse des Mines £10 000 cash instead of issuing ten thousand of the said nineteen thousand shares such option to be declared before the expiration of three weeks from this date.
6. In further consideration of the premises the Company shall at any time and from time to time before the expiration of one year from the date of the first allotment by the Company in respect of the said fifty thousand shares to be offered for subscription on the terms of the said Prospectus issue to La Caisse des Mines or to such responsible subscribers as may be directed in writing by La Caisse des Mines twenty five thousand shares in the Capital of

the Company on the footing of the payment of one pound in cash for each of such shares and the Company hereby agrees not to issue any of the said twenty five thousand shares before the expiration of such one **year** except by the direction of La Caisse des Mines.

7. La Caisse des Mines shall show a good title to the said concession and undertaking in La Caisse des Mines or some other persons or person or Company willing and bound to convey and transfer the same by direction of La Caisse des Mines and shall prove that the concession is valid and in full force and procure the recognition of the Company's title thereto by Chief Khama by whom the same was granted and duly transfer the same or cause it and the premises agreed to be sold to be transferred to and vested in the Company or as the Company may direct at or **before** time for completion hereinafter fixed. Such transfer be in such form and executed by such persons or person or Company as the Company may reasonably require La Caisse des Mines shall execute and do and **pro...** to be executed and done all such assurances and **....** As the company may reasonably require for effectually **....** In the Company the benefit of the said concession and premises hereby agreed to be sold subject as from the time hereinafter fixed for completion as in the said concession provided.
8. The purchase shall be completed on the fifteenth day of June next at the office of Mr. Frederic Romer, No.4 Copthall Chambers London, provided La Caisse des Mines has or then does fulfil all its obligations under this Agreement and thereupon the purchase money shall be paid or satisfied as hereinbefore provided.
9. Unless before the said twenty eighth May instant La Caisse des Mines shall have procured from responsible persons bona fide subscriptions for the said forty thousand shares in the capital of the Company at par upon the terms of the said Prospectus either of the parties hereto may by notice in writing to the other rescind this Agreement and such recession shall not give rise to any claim for expenses or otherwise.

As witness the hand of the said Francis Ignatius Ricarde-Seaver Gerant and acting on behalf of La Caisse des Mines and the Common Seal of the Company the day and year first before written.

The Schedule before mentioned

Concession dated 16th December 1887 from Kgama Chief of the Bamangwato to the Northern Gold Fields Exploration Syndicate of Cape Town as represented by Frank William Frederick Johnson and Maurice Heany. Letter from the said Kgama to the said Frank William Frederick Johnson and Maurice Heany.

23 Apr. 1890	<u>Notice of increase in the Nominal Capital</u> Increased by the sum of £50 000, divided into 50 000 shares of £1 each, beyond the present Registered Capital of £150 000.
22 Jul. 1895	<u>Notice of increase in the Nominal Capital</u> Increased the nominal capital by the addition of £200 000 divided into 200 000 shares of £1 each, beyond the present Registered Capital of £200 000.
17 Apr. 1899	<u>Correspondence B.S.A to Northern Territories (B.S.A) Exploring Co. Ltd.</u> The Secretary, Northern Territories (B.S.A) Exploring Co. Ltd., 19 St. Swithin's Lane, London "I am directed to inform you that a letter addressed by Lord Gifford to Mr. Rhodes on the 6 th instant, asking for a further grant of ten square mile carrying

mineral rights at Chenobie in Northern Rhodesia in consideration of the discoveries of copper made by your Company, has received the favourable consideration of the Board. I am accordingly to state that your Company will be permitted to locate and provisionally register, in accordance with any instructions that may be given by the Administrator for Matabeleland, an additional ten square miles of land, to which, should the B.S.A hereafter be in a position to do so, it will grant title, upon quit-rent or such other tenure..." "The mineral rights under the area selected will be held on joint account in equal shares with the Company and will be subject to any conditions imposed by any laws that may hereafter be promulgated in regard to the working or tenure of mineral deposits.

London Office Note:

Grant to EDMUND DAVIS dated 8/8/1899 of the right inter alia to peg 2 000 claims in Northern Rhodesia.

10/10/1901	Right assigned to Rhodesia Investment Company Limited
20/02/1902	Right assigned to Rhodesia Copper Company Limited
19/12/1904	Rhodesia Copper Company assigned to Rhodesia Broken Hill Development Company Limited 1 690 claims
25/09/1911	Residue of the right assigned to Rhodesia Copper & General Exploration & Finance Co. Ltd.
10/01/1913	Certificate of Registration of a Special Prospecting Licence No. S.L.3 issued by the Acting Secretary for Mines, Livingstone.
07/04/1949	Residue of Right (310 claims) assigned to Charterland and General Limited by R.M.T. 39/7 – Vol.7
13/5/1955	Agreement (M.T. 39/8 – Vol. 12) whereby Charterland and General Limited agreed to abandon unexhausted right to peg 310 claims"

8 Aug. 1899

Correspondence B.S.A to Edmund Davis

Edmund Davis, 8 Old Jewry, London

"... the B.S.A will also subscribe £10 000 at par, and will grant you the right to mark out 2 000 claims, and to locate 25 farms of 3 000 morgen each, North of the Zambesi."

"The above subscription of £10 000 by the B.S.A will be given, and the above grants will be made, on the understanding: -

- (1) That the whole of the above amount of £100 000 [SHOULD BE £10 000?] will be expended in connection with enterprise in Rhodesia:
- (2) That you will transfer the above grants to the proposed Company against the right to subscribe for 6 000 Founders' Shares at par:
- (3) That the B.S.A will have the right to subscribe for 1 000 Founders' Shares at par, and to nominate two Directors on the Board of the proposed company.

26 Jul. 1900

Correspondence B.S.A to The Consolidated Goldfields of South Africa Limited

Recorded 4/03/1913 as No. 156 in the Register of Mineral Titles, Northern Rhodesia

J.G. MacDonald, 8 Old Jewry, London

"...In particular they will be held subject to the 50 % interest of the B.S.A and to the sections of the mining law..."

"That the right to peg is limited to gold and silver, is applicable to reef claims only..."

London Office Note: -

"On the 24/4/1902 the Consolidated Gold Fields of South Africa Limited advised the Board that the Syndicate above referred to was registered in London on 14/11/1900 under the title of North Rhodesia Minerals Limited with a capital of £4 000 in 400 shares of £10 each. The Gold Fields Company also requested that the right of pegging, which by letter of 26/07/1900 was limited to gold and silver should be extended to copper. This request was acceded to, vide letter dated 4.06/1902. Special Prospecting Licence No. 12 was issued to North Rhodesia Minerals Limited on 4/03/1913 in respect of the above right. No claims have been registered under this right since 1/07/1912.

Special Prospecting Licence No. 12

Licence now cancelled. Vide letter of the 12/12/1936, from London Office to the Resident Director.

1901-1913

London Office Note:

Registered Mining Title No.66

- (i) Grant to LORD GIFFORD dated 30/12/1901 of the right to locate – on gold & silver – 300 reef claims
- (ii) Grant to LORD GIFFORD dated 25/03/1902 of the right to locate – on base metals – 200 reef claims.
- 26/05/1902 Rights assigned to Kalomo Syndicate limited
- (iii) Grant to KALOMO SYNDICATE dated 1/11/1904 of the right to peg 300 alluvial gold claims
- 11/01/1905 Rights assigned to Northern Copper (B.S.A) Company Limited
- (iv) Above exhausted by the pegging of the CHANGWENI alluvial claims which were afterwards abandoned
- 4/03/1913 Certificate of Registration of a Special Prospecting Licence (No. S.L.11) Issued by the Acting Secretary for Mines

2 Jan. 1901

Directors:

Copy of Register of Directors or Managers

The Rt. Hon. Edne Frederic Baron Gifford Peer Of The Realm

F.I. Ricarde-Seaver

Thomas J. Seel

Chartered Accountant

Edmund Davis

Merchant

Address:

19 St. Swithin's Lane, London

11 Feb. 1902

Correspondence B.S.A to Edmund Davis

Recorded as No. 41 in the Registry of Mining Titles, Livingstone

Edmund Davis, 27 & 28 Old Jewry, London

"I am directed to acknowledge receipt of your letter of the 3rd instant stating that you are desirous of sending out a prospecting expedition North of the Zambesi and asking for a grant of the right to peg 1 000 claims and 10 farms. In reply I am to say that the Board will grant to you or to a Syndicate formed by you, the right to peg out 1 000 claims North of the Zambesi on formal proof being supplied to me that responsible subscribers of £10 000 working capital have been found for the purpose of the grant.

The grant will be made on the following conditions: -

(1) ...In particular they will be held subject to the 50 % interest of the B.S.A."

12 Feb. 1902

Correspondence Edmund Davis to B.S.A

"..., with pleasure, the terms of the grant of 1 000 reef claims which your Board has been pleased to accord to me or the Syndicate I intend forming. I am

pleased to be able to inform you that I have this day formed a Syndicate, with £15 000 subscribed capital, to which I am transferring free the grant in question, and, in the event of any farms being granted to me, they will be similarly transferred by me. The name of the Syndicate, subject to the approval of the registration officials, will be **The Kafue Syndicate Limited.**"

22 Mar. 1902 Correspondence The Northern Copper (B.S.A) Co. Ltd. to B.S.A
"With reference to the Concessions granted by your Company to F.N. Burnham, Pearl Ingram, The Bechuanaland Exploration Company and to the Charterland Goldfields, dated 13th February 1895, also to the Concession granted to J.W. Dore date 9th April 1895, all of which have since been acquired by this (Northern Copper) Company under agreements. I am desired by my Directors to suggest an average of 35 % on flotation of the Mines."
Signed: T. Donald (Secretary)

24 Mar. 1902 Correspondence The B.S.A to Northern Copper (B.S.A) Co. Ltd.
"With reference to your letter dated 22/3/1902, I as directed to state that the Board agrees to your suggestions that an average of 35 % should represent the B.S.A's interest in the Concessions granted."

4 Mar. 1903 Correspondence B.S.A to Northern Copper (B.S.A) Co. Ltd.
"I am directed to refer to your letter of the 3rd January last asking that your Company may be allowed to retain the whole of the area it has pegged which is stated to be some 200 square miles in excess of the 500 square miles originally granted to it, and also that it may be granted mineral rights around the two series of Sulphur Springs which have been discovered by its Representative near (1) N'Kala and (2) the junction of the Lunga and Kafue rivers. In view of the fact that your Company is prepared to raise immediately a further £100 000 for the purpose of developing its Concessions, I am authorised to say that so seen as this money has been found your Company will be permitted –
(1) To retain the whole area it has pegged as its "Big Concession" on the terms applicable to the original 500 square mile concession, provided that the total area to be thus retained does not exceed 700 square miles.
(2) To locate an area of 10 square miles carrying mineral rights only around each of the series of springs near (a) N'Kala (b) the Junction of the Lunga and Kafue Rivers.
With regard to these latter grants I am further to say
(3) That the grants are limited strictly to mineral rights and that the B.S.A reserves full discretion to deal with the springs and with the land around them with the object of establishing medicinal baths or for other purposes.
Signed: J.F. Jones (Joint Manager & Secretary)

17 Mar. 1903 Correspondence B.S.A to Northern Copper (B.S.A) Company Limited
The Secretary
Northern Copper (B.S.A) Company Limited
Salisbury House, London Wall, E.C.
"With reference to my letter of the 4th instant, it must further be understood that the two acres of 10 square miles each round the Springs at N'Kala and the Junction of the Lunga and Kafue Rivers must be held, as regards mineral rights, upon the same terms as the Chenobie area as granted in my letter of the 17th April 1899."

	Signed: J.F. Jones (Joint Manager & Secretary)															
6 Jul. 1903	<p><u>Correspondence B.S.A to Northern Copper (B.S.A) Company Limited</u> "With reference to your letter of the 12th ultimo I am directed to state that in view of the fact that your Company has raised the required sum of £100 000 for the purpose of developing its Concessions, my Directors confirm the grants referred to in my letter of the 4th March 1903, namely: -</p> <ol style="list-style-type: none"> 1. Your Company to retain the whole area it has pegged as its "Big Concession". 2. Your Company to locate an area of 10 square miles carrying Mineral Rights only around each of the series of springs near (a) N'Kala (b) the junction of the Lunga and Kafue Rivers. <p>Signed: J.F. Jones (Joint Manager & Secretary)</p>															
23 Jul 1906	<p><u>Copy of Register of Directors or Managers</u></p> <table> <tr> <td><u>Directors:</u></td> <td>The Rt. Hon Edne Frederic Baron Gifford</td> <td>Peer Of The Realm</td> </tr> <tr> <td></td><td>Thomas J. Seel</td> <td>Chartered Accountant</td> </tr> <tr> <td></td><td>Edmund Davis</td> <td>Merchant</td> </tr> <tr> <td><u>Deceased:</u></td> <td colspan="2">F.I. Ricarde Leaver [SHOULD BE SEAVER? – NB] died 15 July 1906</td> </tr> </table>	<u>Directors:</u>	The Rt. Hon Edne Frederic Baron Gifford	Peer Of The Realm		Thomas J. Seel	Chartered Accountant		Edmund Davis	Merchant	<u>Deceased:</u>	F.I. Ricarde Leaver [SHOULD BE SEAVER? – NB] died 15 July 1906				
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	Thomas J. Seel	Chartered Accountant														
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19 Nov. 1906	<p><u>Copy of Register of Directors or Managers</u></p> <table> <tr> <td><u>Directors:</u></td> <td>The Rt. Hon Edne Frederic Baron Gifford</td> <td>Peer Of The Realm</td> </tr> <tr> <td></td><td>Thomas J. Seel</td> <td>Chartered Accountant</td> </tr> <tr> <td></td><td>Edmund Davis</td> <td>Merchant</td> </tr> <tr> <td><u>Appointed:</u></td> <td>Georges Cahen</td> <td>Director of Public Companies</td> </tr> </table>	<u>Directors:</u>	The Rt. Hon Edne Frederic Baron Gifford	Peer Of The Realm		Thomas J. Seel	Chartered Accountant		Edmund Davis	Merchant	<u>Appointed:</u>	Georges Cahen	Director of Public Companies			
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	Thomas J. Seel	Chartered Accountant														
	Edmund Davis	Merchant														
<u>Appointed:</u>	Georges Cahen	Director of Public Companies														
31 Jul. 1907	<p><u>Special Resolution</u> At an EXTRAORDINARY GENERAL MEETING of the Company, duly convened and held at Salisbury House, London Wall, E.C, on Wednesday, the 10th July 1907, the subjoined Resolution was duly passed; and at an Extraordinary General Meeting of the Company, also duly convened and held at the same place on Thursday, the 25th July 1907, the said Resolution was duly confirmed: - "That the Capital of the Company be reduced from £400 000, divided into 400 000 Shares of 10s each; and that such Resolution be effected by cancelling capital which has been lost or is unrepresented by available assets to the extent of 10s, upon each of the said 400 000 Shares now outstanding by reducing the nominal amount of such shares from £1 to 10s per Share."</p>															
16 Jun. 1908	<u>Order of Court and Minute on Reduction of Capital</u>															
28 Jul. 1908	<p><u>Copy of Register of Directors or Managers</u></p> <table> <tr> <td><u>Directors:</u></td> <td>The Rt. Hon Edne Frederic Baron Gifford</td> <td>Peer Of The Realm</td> </tr> <tr> <td></td><td>Thomas J. Seel</td> <td>Chartered Accountant</td> </tr> <tr> <td></td><td>Edmund Davis</td> <td>Merchant</td> </tr> <tr> <td></td><td>Georges Cahen</td> <td>Director of Public Companies</td> </tr> <tr> <td></td><td>Reginald Charles Cromwell Hockley</td> <td>Member of the Middle Temple</td> </tr> </table>	<u>Directors:</u>	The Rt. Hon Edne Frederic Baron Gifford	Peer Of The Realm		Thomas J. Seel	Chartered Accountant		Edmund Davis	Merchant		Georges Cahen	Director of Public Companies		Reginald Charles Cromwell Hockley	Member of the Middle Temple
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	Edmund Davis	Merchant														
	Georges Cahen	Director of Public Companies														
	Reginald Charles Cromwell Hockley	Member of the Middle Temple														
1910-1931	<p><u>London Office Note</u> Bwana M'Kubwa Copper Mining Company Limited REGISTERED MINING TITLE NO. 40 28/06/1910 Acquired from Rhodesia Copper Limited (R.M.T. No. 39) the right to locate in Northern Rhodesia 590 claims.</p>															

28/06/1910	Acquired from Rhodesia Copper Company [SHOULD BE RHODESIA COPPER & GENERAL EXPLORATION & FINANCE COMPANY LTS – SEE 9/1/1913 BELOW – NB] Limited (R.M.T. No.41) the right to locate in Northern Rhodesia 180 claims				
17/01/1913	Certificate of Registration of a Special Prospecting Licence No.S.L.9 issued by the Acting Secretary for Mines, Livingstone				
<u>Claims pegged: -</u>					
15/02/1913	Bwana M'Kubwa	Nos. 38/52 B.M. copper 450 claims}			
15/02/1913	Kaloko ½ & 5	Nos. 53/55 B.M. iron 90 claims} RMT 52			
15/02/1913	Luwe	No. 56 B.M. iron 30 claims}			
26/02/1918	Chondwe	No. 130 B.M. copper 30 claims RMT 53			
27/03/1926	Luanschia	Nos. 428/430 B.M copper 78 claims (forfeited)			
01/04/1931	The above mining location Chondwe No. 130 B.M. and the unexhausted right to peg 92 Mining Claims (being the residue of R.M.T. 40) assigned to Rhokana Corporation Limited by Deed of Conveyance, R.M.T. 53/7 Vol.4				
2 Jul. 1912	<u>Copy of Register of Directors or Managers</u>				
<u>Directors:</u>					
Thomas J. Seel	Chartered Accountant				
Edmund Davis	Merchant				
Georges Cahen	Director of Public Companies				
Reginald Charles Cromwell Hockley	Member of the Middle Temple				
<u>Deceased:</u>					
The Rt. Hon Edne Frederic Baron Gifford	Peer Of The Realm				
<u>Appointed:</u>					
Sir Edwin Harris Drumming	Knight				
9 Jan. 1913	<u>Northern Rhodesia: Certificate of Registration of a Special Prospecting License</u>				
	Office of the Secretary for Mines, Livingstone				
	THIS IS TO CERTIFY that The Rhodesia Copper & General Exploration & Finance Company Limited is the Holder of a Special Prospecting License, dated				
	11/02/1901 and numbered in a Register as above.				
	Signed: P.C. Cookson (Acting Secretary for Mines)				
	<u>Copy of Endorsement on back of certificate</u>				
	This licence confers the right to peg 1 000 reef claims less 160 Hippo claims assigned to the Kafue Copper Development Company Limited and 180 claims transferred to the Bwana M'Kubwa Copper Mining Company Limited leaving a balance pegable under this licence of 660 claims.				
7 Jul. 1914	<u>Notice of increase in the Nominal Capital</u>				
	Increased the nominal capital by the addition of £150 000 divided into 300 000 shares of 10 shillings each, beyond the present Registered Capital of £200 000.				
6 Oct. 1914	<u>AGREEMENT for the attachment of fully paid shares: The Northern Copper (B.S.A) Company Limited and its liquidator with The Bechuanaland Exploration Company Limited</u>				
	Memorandum of Agreement the 6 th October 1914 Between THE NORTHERN COPPER (B.S.A) COMPANY LIMITED called "the Vendor Company" and HARRY ASHBY ALLISON thereof (hereafter called the "Liquidator") of the one part and THE BECHUANALAND EXPLORATION COMPANY LIMITED called "the Purchase Company" of the other part Supplemental Agreement dated the 28 th September 1914 and made between the same parties (hereinafter called "the Agreement").				

Whereas holders of three thousand six hundred and thirty shares the Vendor Company effectively from the Special Resolutions approving the Principal Agreement in accordance with the provisions of section 192 of the Companies (Consolidation) Act 1908 and the Liquidator has accordingly purchased the interests of such members for the sum of one thousand two hundred and seventy seven pounds seventeen shillings and nine pence in cash and the To one of each of fully paid up shares of various subsidiaries belonging to the Vendor Company.

And whereas each cash now provided the Purchaser Company and the shares of such subsidiary Companies were such at the request of the Purchaser Company in lieu of the of the Principal Agreement of the three thousand seven shares to which for their such members would have been

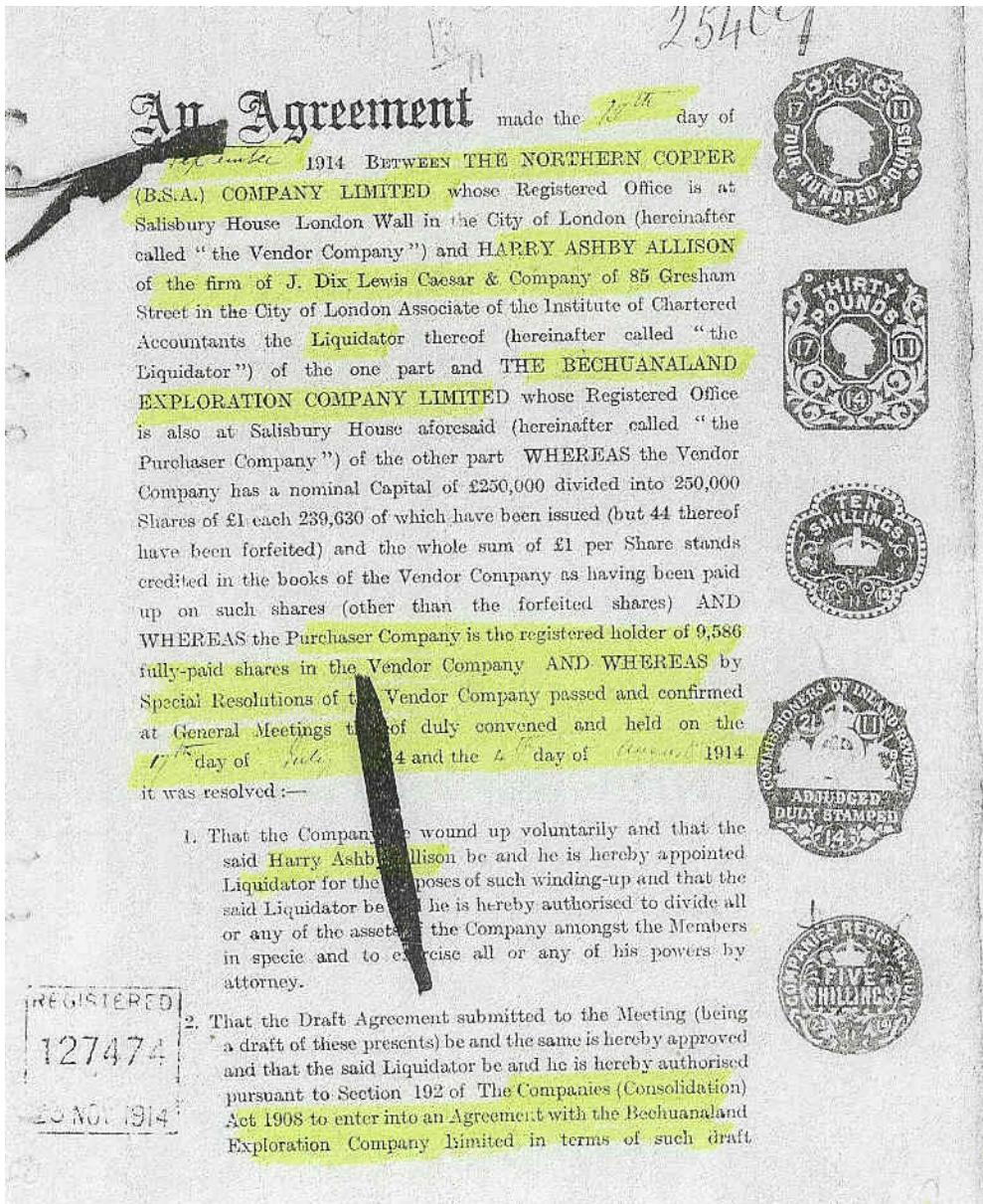
And whereas the passing of the said Special Resolutions the Purchaser Company has acquired two thousand and fifty shares of the Company with the nine thousand five hundred and eighty six shares previously held by them as mentioned in the Principal Agreement a total eleven thousand six hundred and thirty six shares of the Vendor Company by the Purchaser Company. And whereas in consequence of the said purchase by the Purchaser Company of the whole of the purchase price of the and the acquisition of the said further five thousand and fifty shares of the Vendor Company aforesaid the purchase consideration (..... under of the Principal Agreement has to five hundred and one thousand six hundred and seventy fully paid shares of ten shillings each of the Purchaser Company.

Now it is hereby agreed as follows:

1. **The** Purchaser Company shall pursuant to Clause ... of the Primary Agreement allot to the persons whose names, addresses and descriptions in the first and third column of the list attached as part of the Liquidator of the Vendor Company the names of fully paid shares of the Purchaser Company set opposite to their respective names on the of the said list being in all five hundred and one thousand seven hundred and fully paid shares of ten shillings each of the Purchaser Company of 400 001 to 601 773 inclusive.
2. **The** Vendor Company shall accept each allotment in full satisfaction and of the of the purchase consideration payable by the Purchaser Company unto the Principal Agreement which to be satisfied by the attachment of fully paid shares of the Purchaser Company.
3. **The** Purchaser Company shall to the Liquidator the Certificate for the five thousand and fifty additional shares of the Vendor Company, which the Purchaser Company has so acquired, and to be cancelled.

As witness the respective Common Seals of the Vendor and Purchaser Companies at the hand of the Liquidator.

28 Sept. 1914 **Agreement for Sale: The Northern Copper (B.S.A) Company Limited and its Liquidator with The Bechuanaland Exploration Company Limited**



and to carry the same into effect with such (if any) modifications whether before or after the execution thereof as he may think fit to assent to.

NOW IT IS HEREBY AGREED as follows—

1. THE Vendor Company shall sell and transfer and the Purchaser Company shall purchase and take over all the lands mining claims mining and land grants shares goods chattels moneys debts and things in action of the Vendor Company and the undertaking and business thereof and all contracts securities and other the assets whatsoever and wheresoever of the Vendor Company as on the *4th* day of *August* 1914.

2. AS part of the consideration for the said sale and transfer the Purchaser Company shall undertake pay satisfy discharge and perform all the debts liabilities contracts and obligations of the Vendor Company whatsoever and shall also pay the costs and expenses of and incidental to the winding up of the Vendor Company and of getting in any debts due to it and of carrying these presents into effect and shall keep the Vendor Company its Liquidator and contributories indemnified in respect thereof.

3. AS a further part of the consideration for the said sale and transfer the Purchaser Company shall allot to the Liquidator of the Vendor Company or his nominees 207,000 fully-paid shares of 10s. each of the Purchaser Company numbered ~~40001 to 60000~~ inclusively to the intent that the same may be distributed among the members of the Vendor Company other than the Purchaser Company as aforesaid in the proportion of nine fully-paid shares of the Purchaser Company in respect of every ten fully-paid shares held by them respectively in the Vendor Company and any of the shares of the Purchaser Company not capable of distribution among the Members of the Vendor Company in the above proportion shall be realised by the Liquidator and the proceeds thereof distributed by him for the purpose of equalisation.

4. AS regards the proportion of the said shares of the Purchaser Company which but for their dissent would have been distributable among the members of the Vendor Company (if any) who shall effectively dissent from the Special Resolutions aforesaid in accordance with the provisions of Section 192 of The Companies (Consolidation) Act 1908 the said Liquidator shall use his best endeavours to sell the same for what they will fetch and the proceeds of sale thereof after deducting all expenses of and incidental to the

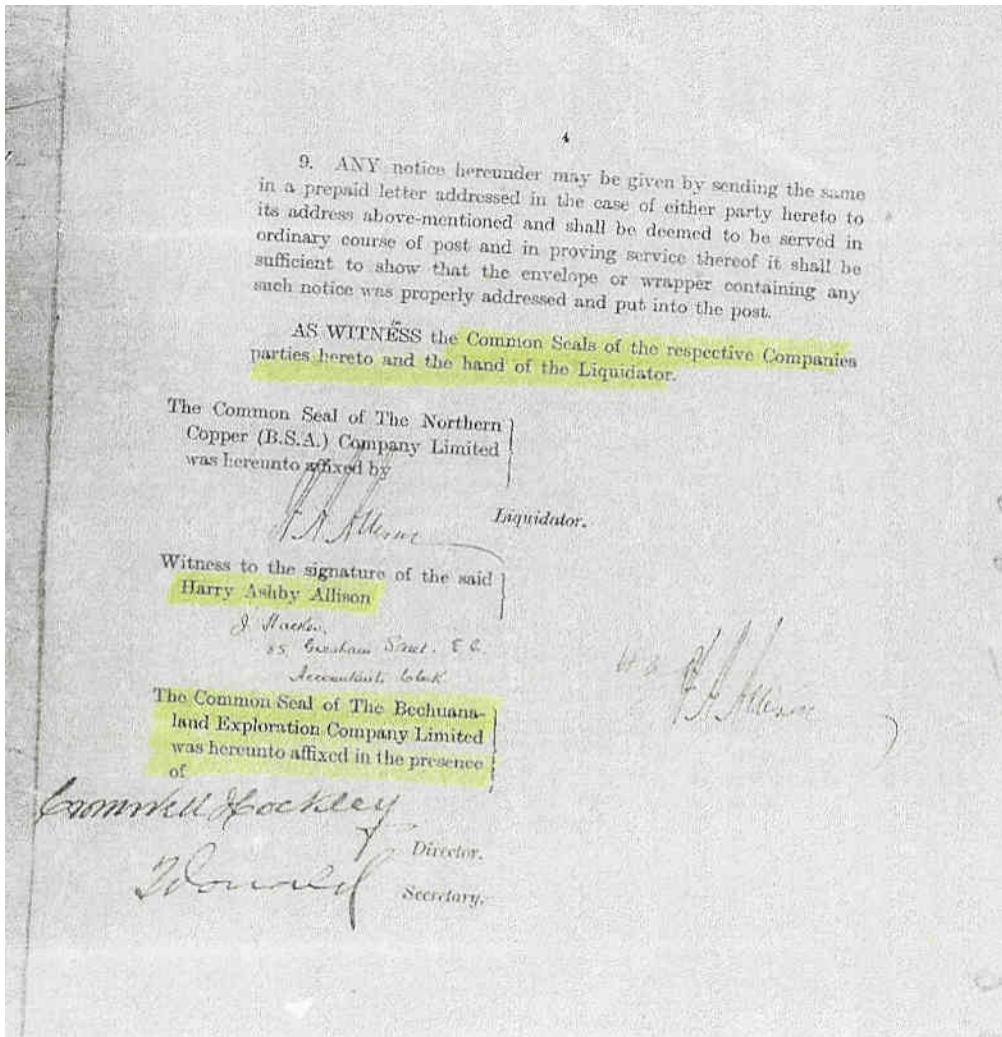
sale shall be applied in or towards payment of the amounts which shall become payable to such dissentient members in accordance with Section 192 of the said Act and in so far as the same shall be deficient the Purchaser Company shall make up the deficiency. Any such sale as aforesaid may be made by the said Liquidator upon such terms and conditions and in all respects in such manner as he may think fit. The Purchaser Company shall on the request of the said Liquidator allot the shares sold under this clause to the purchasers thereof credited as fully paid up but such request to be effective must be made within four weeks from the date hereof.

5. PROVIDED always that the Vendor Company and its Liquidator shall have a lien upon the whole of the property hereby agreed to be sold and transferred for all moneys (if any) payable by the Purchaser Company under Clause 4 hereof and shall be at liberty to retain possession of all or any part of the said property and thereout at his discretion to raise and pay such moneys or any part thereof.

6. THE Purchaser Company shall accept such title as the Vendor Company has to the property and assets hereby agreed to be sold and transferred.

7. THE sale and transfer hereby agreed to be made shall be completed on or before the 30th day of September 1914 when the Vendor Company and its Liquidator shall at the request and cost of the Purchaser Company execute and do all such assurances and things as may be reasonably required by the Purchaser Company for vesting in it the premises hereby agreed to be sold or for otherwise enabling it to obtain the full benefit of this Agreement and thereupon the Purchaser Company shall allot to the said Liquidator or his nominee or nominees the fully-paid shares hereby agreed to be allotted and the Purchaser Company shall deliver up to the Liquidator the certificates for the said 9,586 fully-paid shares of the Vendor Company of which the Purchaser Company is the registered holder as aforesaid to be cancelled and the Purchaser Company shall make no claim in the winding-up of the Vendor Company to any distribution of assets in respect of such shares.

8. IN the event of Members of the Vendor Company holding in the aggregate more than 24,000 shares in the Vendor Company effectively dissenting under Section 192 aforesaid from the sale hereby agreed to be made the Purchaser Company shall be at liberty by notice in writing to the Vendor Company to rescind this Agreement.



15 May 1917	<u>Copy of Register of Directors or Managers</u>	
<u>Directors:</u>	Thomas J. Seel Edmund Davis Georges Cahen Reginald Charles Cromwell Hockley Sir Edwin Harris Drumming	Chartered Accountant Merchant Director of Public Companies Member of the Middle Temple Knight
<u>Deceased:</u>	Thomas J. Seel	Chartered Accountant
<u>Appointed:</u>	Tom Donald	
25 Sept. 1919	<u>Copy of Register of Directors or Managers</u>	
<u>Directors:</u>	Thomas J. Seel Edmund Davis Georges Cahen Reginald Charles Cromwell Hockley Sir Edwin Harris Drumming	Chartered Accountant Merchant Director of Public Companies Member of the Middle Temple Knight
<u>Deceased:</u>	Tom Donald died on the 27 th August 1919	
5 Sept. 1922	<u>Deed of Transfer No. 444</u>	
	Tati Company Limited to Bechuanaland Exploration Company Limited	

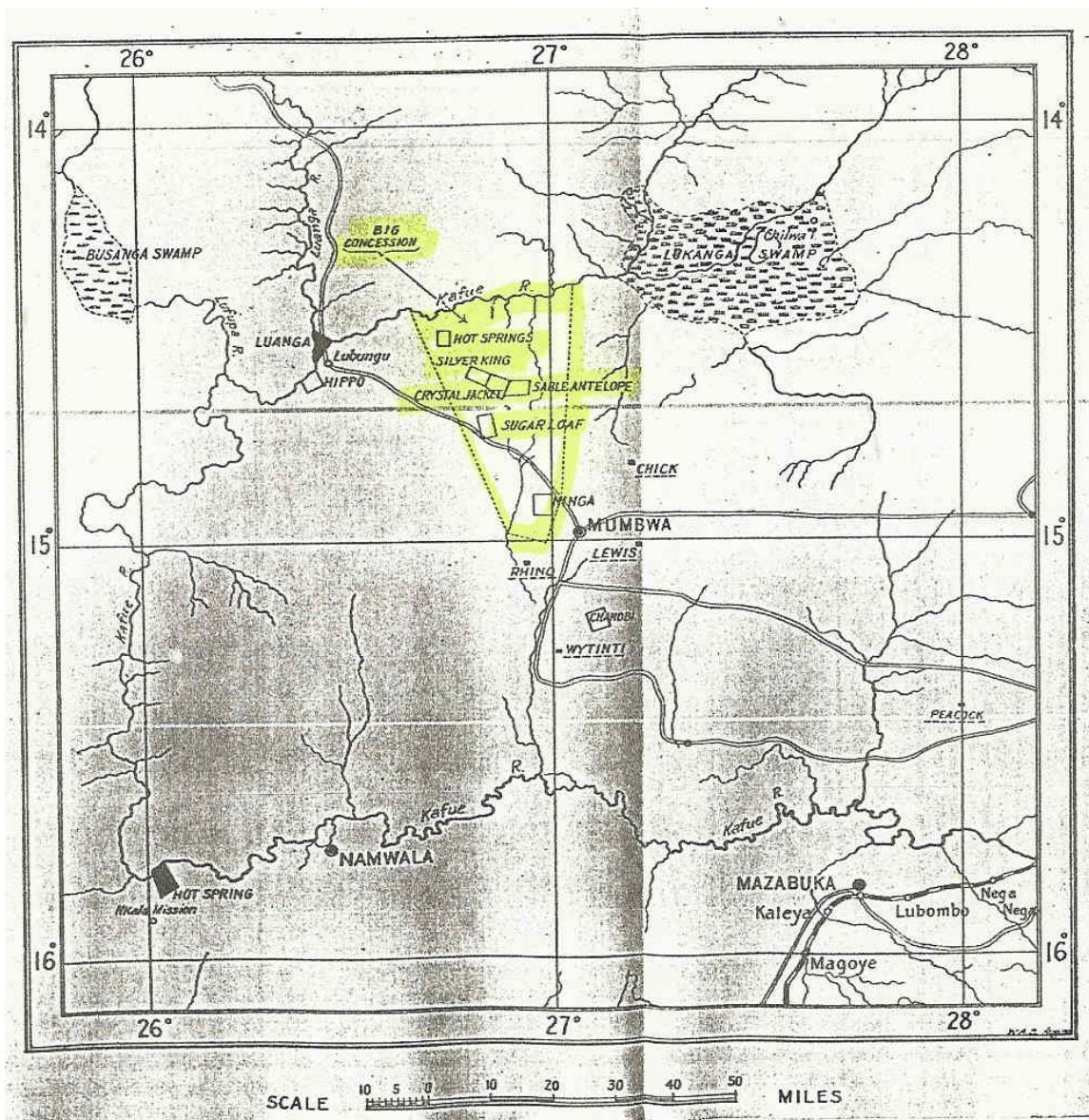
24 Aug. 1923	<u>Copy of Register of Directors or Managers</u>
<u>Directors:</u>	<p>Edmund Davis</p> <ul style="list-style-type: none"> • Rhodesian Broken Hill Development Corp. Limited <p>Reginald Charles Cromwell Hockley</p> <ul style="list-style-type: none"> • Member of the Middle Temple • Selukwe Gold Mining & Finance Company Limited <p>Sir Edwin Harris Drumming</p> <ul style="list-style-type: none"> • Knight • Bwana M'Kubwa Copper Mining Company Limited
<u>Appointed:</u>	Alexander Stewart
	<ul style="list-style-type: none"> • Bwana M'Kubwa Copper Mining Company Limited
<u>Deceased:</u>	George Cahen
10 Mar. 1924	<u>Copy of Register of Directors or Managers</u>
<u>Directors:</u>	<p>Edmund Davis</p> <ul style="list-style-type: none"> • Rhodesian Broken Hill Development Corp. Limited <p>Reginald Charles Cromwell Hockley</p> <ul style="list-style-type: none"> • Member of the Middle Temple • Selukwe Gold Mining & Finance Company Limited <p>Alexander Stewart</p> <ul style="list-style-type: none"> • Bwana M'Kubwa Copper Mining Company Limited
<u>Deceased:</u>	Sir Edwin Harris Drumming
<u>Filed:</u>	Mr. Watts: Assistant Secretary acting for secretary during his absence in South Africa.
16 Dec. 1991	<u>Letter from Sam Glazer to Mr. Neil Armstrong: Armstrong Attorneys</u>
	As discussed please find enclosed copies of the following documents:
	<ol style="list-style-type: none"> 1. Title Deed Farm 157 (a) – Kafue Hot Springs (Kafue) 2. Title Deed Farm 158 (a) – Sugar Loaf (Kafue) 3. Title Deed Farm 159 (a) – Ninga (Kafue) 4. Title Deed Farm 709 – Chanobie (Kafue) 5. Title Deed Farm 726 – Algoa (Luangwa) 6. Certificate Number 40 – Northern Rhodesia Mines Department 7. Certificate of registration of special grant number 003 8. Certificate of registration of special grant number 004 9. Certificate of registration of special grant number 005 (see 1924 Agreement between B.S.A & B.E) 10. Certificate of transfer number 2
	<p>The above land and mineral rights were owned by the Bechuanaland Exploration Company (B.E.), an associate company, up until they were expropriated by the Zambian government in approximately 1970. <u>B.E. never gave up the right to claim compensation from the Zambian government in respect of these assets.</u> In 1988, <u>all claim that B.E. had against the Zambian government, not only in respect of the above assets but generally in respect of all land and mineral rights previously owned by B.E., were transferred to Tati Company Limited.</u></p> <p>A formal agreement recording the transfer was not concluded between the companies. The transaction was effected by means of <u>journal entries</u> in their respective financial records. The transfer was made in <u>contemplation of the anticipated members voluntary liquidation of B.E.</u>, which was commenced in 1989. Furthermore, your advice on how to proceed with the claims and/or the</p>

reinstatement of the assets would be appreciated.

Draft Memorandum of Agreement between Tati Company Limited and B.E.
It has now been agreed:

1. That B.E. cedes, for a nominal amount of Z\$2, to Tati all its rights to claim from Government compensation in respect of the assets and/or the return of the assets.
2. That this agreement shall cover any other assets previously owned by B.E. and subsequently expropriated by Government.

It is noted that the shareholders of B.E. and Tati are to all intents and purposes the same.



Recorded 27/12/1924 as No. 24/2
in the Registry of Mining
Titles, Northern Rhodesia.

15th December, 1924

MEMORANDUM OF AGREEMENT

BETWEEN

THE BRITISH SOUTH AFRICA COMPANY

AND

THE BECHUANALAND EXPLORATION COMPANY
LIMITED.

LONDON OFFICE NOTES -

- (a) This Agreement contains the conditions to be observed whilst the three探索的 areas known as KAFUE HOT SPRINGS, SUGAR LOAF and NINGA remain open to public prospecting.
- (b) The plan attached to this Agreement, showing the location of the Areas covered by it, is for information only and was not attached to the original Deed.

MEMORANDUM OF AGREEMENT made and entered into this 16th day of December 1924 by and between THE BRITISH SOUTH AFRICA COMPANY whose registered office is at 2 London Wall Buildings in the City of London hereinafter called "The Chartered Company" of the one part and BECHUANALAND EXPLORATION COMPANY LIMITED whose registered office is at 19 St. Swithin's Lane, in the City of London hereinafter called "The B.E. Company" of the other part.

WHEREAS The B.E. Company is the owner of the Mineral Rights in three areas of land in Northern Rhodesia hereinafter called "The areas" held by The B.E. Company under Special Grant No.5 registered in the Office of the Secretary for Mines at Livingstone, Northern Rhodesia, of approximately 30 square miles in extent.

AND WHEREAS the said Mineral Rights are vested in the B.E. Company but are held by The B.E. Company on joint account with The Chartered Company in the proportion of Sixty five per cent (65%) to The B.E. Company and Thirty five per cent (35%) to The Chartered Company in accordance with the terms of the Special Grant.

AND WHEREAS The B.E. Company has agreed to open to prospecting, pegging and working the areas except such portion or portions thereof as shall be specially reserved against prospecting by Government Notice.

AND WHEREAS it has been agreed that the prospecting and pegging of claims in the areas shall be subject to the Laws now in force in Northern Rhodesia or which may during the continuance of this agreement be in force in Northern Rhodesia and to the conditions of the Northern Rhodesia Prospecting Licences and that The Chartered Company shall treat any such claims as may be pegged in the areas as if same had been pegged in areas open to prospecting subject to the terms and conditions of this agreement.

NOW THEREFORE these presents WITNESS that the parties here-to have made and entered into the following agreement that is to say:—

1. DURING the continuance of this agreement and except as provided in Clause 2 hereof the areas shall be open to prospecting by all holders of prospecting licences registered under the provisions of the Northern Rhodesia Mining Proclamation 1912 in the same manner as if The B.E. Company possessed no mineral rights therein and The Chartered Company shall deal with the areas as if no grant of such mineral rights had been made to The B.E. Company.

2. THE Chartered Company shall at the request of The B.E. Company from time to time reserve from prospecting such portions of the areas as The B.E. Company may require and notwithstanding anything contained in the last preceding Clause such reserved areas shall not be subject to the terms of this agreement but shall be held under the terms of the Special Grant as hereinbefore set forth and shall be beaconed in accordance with the provisions of Section 52 of the Mining Proclamation 1912.

3. ALL monies payable under the provisions of the said Northern Rhodesia Proclamation 1912 or any statutory modification or amendment thereof in respect of any mining rights hereafter acquired in the areas are "Administration Revenue" and belong to the Administration of Northern Rhodesia. 4....

4. ALL monies or other consideration received by The Chartered Company under the conditions of any prospecting licence in respect of any mining rights hereafter acquired in the areas hereinafter referred to as "Commercial Revenue" including Inspection by Payment, Lime Rents, Rents and Royalties on Coal, Alluvial Licences and Royalties on precious and base metals (and money or other consideration received in commutation of interest or royalties) are "Commercial Revenue". The Chartered Company shall retain ten per cent (10%) thereof as remuneration for their services and shall account to The B.E. Company for the balance in the proportion of Sixty five per cent (65%) to The B.E. Company and Thirty five per cent (35%) to The Chartered Company.

5. (a) THIS agreement shall take effect as from the date upon which a notice throwing open the areas to prospecting shall be inserted in the Government Gazette and may be terminated at any time by either party hereto giving not less than twelve (12) months' notice in writing to that effect without prejudice to anything done under the provisions hereof.

(b) UPON the termination of this agreement all claims registered under the Northern Rhodesia Prospecting Licence will be administered by The Chartered Company so long as they remain current in the books of the Mines Department and clause 4 will continue to be operative.

(c) ANY notice which may be given to terminate this agreement by The Chartered Company shall be given to The B.E. Company in London and shall be delivered at their office in London and any like notice by The B.E. Company shall be given to The Chartered Company in London and shall be delivered at their Office in London.

(d) UPON the termination of this agreement as herein provided all the rights to which The B.E. Company is entitled by virtue of the Special Grant made in its favour hereinbefore set forth, shall revive and immediately the claims which may have been pegged or any of them shall be forfeited or abandoned then the areas comprised in such forfeited or abandoned claims shall revert to The B.E. Company and again be and become portion of the said Special Grant.

(e) IN the event of this agreement being terminated The Chartered Company shall strictly enforce the provisions of the said Mining Proclamation 1912 or such statutory modification thereof as may be in force in Northern Rhodesia in respect of all claims which may be current at the time of the termination of this agreement.

6. IN the event of it being proved by The B.E. Company that any claims have been pegged across the boundaries of the areas The Chartered Company shall deduct five per cent (5%) of all Commercial Revenue derived therefrom as remuneration for their services instead of ten per cent (10%) as set forth in Clause 4 hereof and shall account to The B.E. Company for the balance in the proportion of Thirty two and a half per cent (32½%) to The B.E. Company and Sixty seven and a half per cent (67½%) to The Chartered Company.

7. DURING the continuance of this agreement the provisions of Section 52 of The Mining Proclamation 1912 in respect of beaconing the areas shall not be enforced.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first before written.

Signed, Sealed and Delivered by)
George Griffith Ffloyd Chomley)
for and on behalf of the British) G.G.F. CHOMLEY.
South Africa Company in the presence) p.p. P. INSKIP.
of)
W.L. TAYLOR.)
Witness.)

Signed, Sealed and Delivered by)
Robert Ernest Bayliss) p.p. THE BECHUANALAND
for and on behalf of the Bechuanaland) EXPLORATION COMPANY
Exploration Company Limited in the) LIMITED.
presence of) R.E. BAYLISS.
M.M. FLETCHER.)
Witness.)

Reg. No. 24/2.
Date of Document 15th December 1924.
Date of Registration 15th December 1924.
(Sgd) C.O'Connor.
Registrar of Lands, Deeds and
Mining Titles.

VH

15th December, 1924.

MEMORANDUM OF AGREEMENT

B E T W E E N

THE BRITISH SOUTH AFRICA COMPANY

A N D

THE BECHUANALAND EXPLORATION COMPANY LIMITED.

LONDON OFFICE NOTES.

- (a) This Agreement contains the Conditions to be observed whilst the two 10-square mile areas known as NKALA and LUNGA remain open to public prospecting.
- (b) The plan attached to this Agreement, showing the location of the Areas covered by it, is for information only and was not attached to the original Deed.

MEMORANDUM OF AGREEMENT made and entered into this 15th day of December 1924 by and between THE BRITISH SOUTH AFRICA COMPANY whose registered Office is at 2, London Wall Buildings in the City of London hereinafter called "The Chartered Company" of the one part and BECHUANALAND EXPLORATION COMPANY LIMITED whose registered Office is at 19, St. Swithin's Lane, in the City of London hereinafter called "The B. E. Company" of the other part.

WHEREAS The B. E. Company is the owner of the Mineral Rights in two areas of land in Northern Rhodesia hereinafter called "The areas" held by The B. E. Company under Special Grant No. 6 registered in the Office of the Secretary for Mines at Livingstone, Northern Rhodesia, of approximately 20 square miles in extent.

AND WHEREAS the said Mineral Rights are vested in the B. E. Company but are held by The B. E. Company on joint account with The Chartered Company in the proportion of Fifty per cent (50%) to The B. E. Company and Fifty per cent (50%) to The Chartered Company in accordance with the terms of the Special Grant.

AND WHEREAS The B. E. Company has agreed to open to prospecting, pegging and working the areas except such portion or portions thereof as shall be specially reserved against prospecting by Government Notice.

AND WHEREAS it has been agreed that the prospecting and pegging of Claims in the areas shall be subject to the Laws now in force in Northern Rhodesia or which may during the continuance of this Agreement be in force in Northern Rhodesia and to the conditions of the Northern Rhodesia Prospecting Licences and that The Chartered Company shall treat any such Claims as may be pegged in the areas as if same had been pegged in areas open to prospecting subject to the terms and conditions of this Agreement.

NOW THEREFORE these presents WITNESS that the parties here-to have made and entered into the following Agreement that is to say:.....

to say :-

1. DURING the continuance of this Agreement and except as provided in Clause 2 hereof the areas shall be open to prospecting by all holders of prospecting licences registered under the provisions of the Northern Rhodesia Mining Proclamation 1912 in the same manner as if the B. E. Company possessed no mineral rights therein and The Chartered Company shall deal with the areas as if no grant of such mineral rights had been made to The B. E. Company.

2. THE Chartered Company shall at the request of The B. E. Company from time to time reserve from prospecting such portions of the areas as The B. E. Company may require and notwithstanding anything contained in the last preceding Clause such reserved areas shall not be subject to the terms of this Agreement but shall be held under the terms of the Special Grant as hereinbefore set forth and shall be beaconed in accordance with the provisions of Section 52 of the Mining Proclamation 1912.

3. ALL monies payable under the provisions of the said Northern Rhodesia Proclamation 1912 or any statutory modification or amendment thereof in respect of any mining rights hereafter acquired in the areas are "Administration Revenue" and belong to the Administration of Northern Rhodesia.

4. ALL monies or other consideration received by The Chartered Company under the conditions of any prospecting licence in respect of any mining rights hereafter acquired in the areas hereinafter referred to as "Commercial Revenue" including Inspections by Payment, Lime Rents, Rents and Royalties on Coal, Alluvial Licences and Royalties on precious and base metals (and money or other consideration received in commutation of interest or royalties) are "Commercial Revenue". The Chartered Company shall retain ten per cent (10%) thereof as remuneration for their services and shall account to The B. E. Company for the balance in the proportion of Fifty per cent (50%) to The B. E. Company and Fifty per cent (50%) to The Chartered Company.

5.

- 3 -

5. (a) THIS Agreement shall take effect as from the date upon which a notice throwing open the areas to prospecting shall be inserted in the Government Gazette and may be terminated at any time by either party hereto giving not less than twelve (12) months' notice in writing to that effect without prejudice to anything done under the provisions hereof.

(b) UPON the termination of this Agreement all Claims registered under the Northern Rhodesia Prospecting Licence will be administered by The Chartered Company so long as they remain current in the books of the Mines Department and Clause 4 will continue to be operative.

(c) ANY notice which may be given to terminate this Agreement by The Chartered Company shall be given to The B. E. Company in London and shall be delivered at their Office in London and any like notice by The B. E. Company shall be given to The Chartered Company in London and shall be delivered at their Office in London.

(d) UPON the termination of this Agreement as herein provided all the rights to which The B. E. Company is entitled by virtue of the Special Grant made in its favour hereinbefore set forth, shall revive and immediately the Claims which may have been pegged or any of them shall be forfeited or abandoned then the areas comprised in such forfeited or abandoned Claims shall revert to The B. E. Company and again be and become portion of the said Special Grant.

(e) IN the event of this Agreement being terminated The Chartered Company shall strictly enforce the provisions of the said Mining Proclamation 1912 or such statutory modification thereof as may be in force in Northern Rhodesia in respect of all claims which may be current at the time of the termination of this Agreement.

6. IN the event of it being proved by The B. E. Company that any Claims have been pegged across the boundaries of the areas

The Chartered

- 4 -
The Chartered Company shall deduct five per cent (5%) of all Commercial Revenue derived therefrom as remuneration for their services instead of ten per cent (10%) as set forth in Clause 4 hereof and shall account to The B. E. Company for the balance in the proportion of Twenty-five per cent (25%) to The B. E. Company and Seventy-five per cent (75%) to The Chartered Company.

7. DURING the continuance of this Agreement the provisions of Section 52 of The Mining Proclamation 1912 in respect of beaconing the areas shall not be enforced.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first before written,

Signed, Sealed and Delivered by)
George Griffith Ffloyd Chomley.) G.G.F. CHOMLEY.

For and on behalf of The British)
South Africa Company in the) p.p. P. INSKIP.

W.L. TAYLOR
Witness.

Signed, Sealed and Delivered by)
Robert Ernest Bayliss.) p.p. THE BECHUANALAND
For and on behalf of The Bechuanaland) EXPLORATION COMPANY LTD.

Exploration Company Limited
in the presence of

R.E. BAYLISS.

M.M. FLETCHER.
Witness.

Ref. No. 25/2.

Date of Document 15. 12. 24.

Date of Registration 15. 12. 24.

(SGD.) C. O'CONNOR.
Registrar of Lands, Deeds and Mining Titles.

15th December, 1924

MEMORANDUM OF AGREEMENT

BETWEEN

THE BRITISH SOUTH AFRICA COMPANY

AND

THE BECHUANALAND EXPLORATION COMPANY LIMITED

LONDON OFFICE NOTES:

(a) This Agreement contains the Conditions to be observed whilst the 10 square mile area known as CHANOBIE (or CHENOBIE) remains open to public prospecting.

MEMORANDUM OF AGREEMENT made and entered into this 15th day of December 1924 by and between THE BRITISH SOUTH AFRICA COMPANY whose registered Office is at 2, London Wall Buildings in the City of London hereinafter called "The Chartered Company" of the one part and BECHUANALAND EXPLORATION COMPANY LIMITED whose registered Office is at 19 St. Swithins Lane, in the City of London hereinafter called "The B.E. Company" of the other part.

WHEREAS The B.E. Company is the owner of the Mineral Rights in an area of land in Northern Rhodesia hereinafter called "The area" held by The B.E. Company under Special Grant No. 7 registered in the office of the Secretary for Mines at Livingstone, Northern Rhodesia, of approximately 10 square miles in extent.

AND WHEREAS the said Mineral Rights are vested in the B.E. Company but are held by The B.E. Company on joint account with The Chartered Company in the proportion of Fifty per cent (50%) to The B.E. Company and Fifty per cent (50%) to The Chartered Company in accordance with the terms of the Special Grant.

AND WHEREAS The B.E. Company has agreed to open to prospecting, pegging and working the area except such portion or portions thereof as shall be specially reserved against prospecting by Government Notice.

AND WHEREAS it has been agreed that the prospecting and pegging of claims in the area shall be subject to the Laws now in force in Northern Rhodesia or which may during the continuance of this agreement be in force in Northern Rhodesia and to the conditions of the Northern Rhodesia Prospecting Licences and that The Chartered Company shall treat any such claims as may be pegged in the area as if same had been pegged in areas open to prospecting subject to the terms and conditions of this agreement.

NOW THEREFORE these presents WITNESS that the parties here-to have made and entered into the following agreement that is to say :

1. DURING the continuance of this agreement and except as provided in Clause 2 hereof the area shall be open to prospecting by all holders of prospecting licences registered under the provisions of the Northern Rhodesia Mining Proclamation 1912 in the same manner as if the B.E. Company possessed no mineral rights therein and The Chartered Company shall deal with the area as if no grant of such mineral rights had been made to The B.E. Company.

2. THE Chartered Company shall at the request of The B.E. Company from time to time reserve from prospecting such portions of the area as The B.E. Company may require and notwithstanding anything contained in the last preceding Clause such reserved area shall not be subject to the terms of this agreement but shall be held under the terms of the Special Grant as herein-before set forth and shall be beaconed in accordance with the provisions of Section 52 of the Mining Proclamation 1912.

3. ALL monies payable under the provisions of the said Northern Rhodesia Proclamation 1912 or any statutory modification or amendment thereof in respect of any mining rights hereafter acquired in the area are "Administration Revenue" and belong to the Administration of Northern Rhodesia.

4. ALL monies or other consideration received by The Chartered Company under the conditions of any prospecting licence in respect of any mining rights hereafter acquired in the area

HMH

hereinafter

2.

hereinafter referred to as "Commercial Revenue" including Inspections by Payment, Lime Rents, Rents and Royalties on Coal, Alluvial Licences and Royalties on precious and base metals (and money or other consideration received in commutation of interest or royalties) are "Commercial Revenue". The Chartered Company shall retain ten per cent (10%) thereof as remuneration for their services and shall account to The B.E. Company for the balance in the proportion of Fifty per cent (50%) to The B.E. Company and Fifty per cent (50%) to The Chartered Company.

5. (a) THIS agreement shall take effect as from the date upon which a notice throwing open the area to prospecting shall be inserted in the Government Gazette and may be terminated at any time by either party hereto giving not less than twelve (12) months notice in writing to that effect without prejudice to anything done under the provisions hereof.

(b) UPON the termination of this agreement all claims registered under the Northern Rhodesia Prospecting Licence will be administered by The Chartered Company so long as they remain current in the books of the Mines Department and Clause 4 will continue to be operative.

(c) ANY notice which may be given to terminate this agreement by The Chartered Company shall be given to The B.E. Company in London and shall be delivered at their office in London and any like notice by The B.E. Company shall be given to The Chartered Company in London and shall be delivered at their office in London.

(d) UPON the termination of this agreement as herein provided all the rights to which The B.E. Company is entitled by virtue of the Special Grant made in its favour hereinbefore set forth, shall revive and immediately the claims which may have been pegged or any of them shall be forfeited or abandoned then the area comprised in such forfeited or abandoned claims shall revert to The B.E. Company and again be and become portion of the said Special Grant.

(e) IN the event of this agreement being terminated The Chartered Company shall strictly enforce the provisions of the said Mining Proclamation 1912 or such statutory modification thereof as may be in force in Northern Rhodesia in respect of all claims which may be current at the time of the termination of this agreement.

6. IN the event of it being proved by The B.E. Company that any claims have been pegged across the boundaries of the area The Chartered Company shall deduct five per cent (5%) of all Commercial Revenue derived therefrom as remuneration for their services instead of ten per cent (10%) as set forth in Clause 4 hereof and shall account to The B.E. Company for the balance in the proportion of twenty five per cent (25%) to The B.E. Company and seventy five per cent (75%) to The Chartered Company.

7. DURING the continuance of this agreement the provisions of Section 52 of The Mining Proclamation 1912 in respect of beaconing the area shall not be enforced.

3.

Signed, Sealed and Delivered by)
George Griffith Ffloyd Chomley) G.G.F. Chomley
for and on behalf of the British)
South Africa Company in the presence) p.p. P. Inskip
of)
W. L. Taylor)
Witness)

Signed, Sealed and Delivered by)
Robert Ernest Bayliss) p.p. THE BECHUANALAND
for and on behalf of the Bechuana-) EXPLORATION COMPANY LTD
land Exploration Company Limited) R.E. Bayliss
in the presence of)
M. M. Fletcher)
Witness)

Reg. No. 26/2
Date of Document 15.12.24.
Date of Registration 15.12.24.

(Sgd.) C. O'CONNOR.

Registrar of Lands, Deeds and Mining T

12 Feb. 1927	<u>Copy of Register of Directors or Managers</u>
<u>Directors:</u>	
	Edmund Davis
	• British South Africa Company Limited (B.S.A)
	Reginald Charles Cromwell Hockley
	• Member of the Middle Temple
	• Selukwe Gold Mining & Finance Company Limited
	Alexander Stewart
	• Rhodesia Broken Hill Company Limited
	The Hon. Lionel Holland appointed 8/02/1927
	• Import Gold Mining Company Limited
	The Rt. Hon. Lord Lurgan appointed 10/01/1927
	• London and Rhodesian Mining Land Company Limited (Later became Lonrho)
25 Jul. 1927	<u>Copy of Register of Directors or Managers</u>
<u>Directors:</u>	
	Edmund Davis
	• British South Africa Company Limited (B.S.A)
	Reginald Charles Cromwell Hockley
	• Member of the Middle Temple
	• Selukwe Gold Mining & Finance Company Limited
	The Hon. Lionel Holland appointed 8/02/1927
	• Import Gold Mining Company Limited
	The Rt. Hon. Lord Lurgan appointed 10/01/1927
	• London and Rhodesian Mining Land Company Limited (Later became Lonrho)
<u>Deceased:</u>	Alexander Stewart deceased 15/05/1927
8 Jun. 1936	<u>Copy of Register of Directors or Managers</u>
<u>Directors:</u>	
	Edmund Davis
	• British South Africa Company Limited (B.S.A)
	Reginald Charles Cromwell Hockley
	• Member of the Middle Temple
	• Selukwe Gold Mining & Finance Company Limited
	The Rt. Hon. Lord Lurgan appointed 10/01/1927
	• London and Rhodesian Mining Land Company Limited (Later became Lonrho)
<u>Deceased:</u>	The Hon. Lionel Holland deceased 25 th May 1936
23 Feb. 1937	<u>Copy of Register of Directors or Managers</u>
<u>Directors:</u>	
	Edmund Davis
	• British South Africa Company Limited (B.S.A)
	Reginald Charles Cromwell Hockley
	• Member of the Middle Temple
	• Selukwe Gold Mining & Finance Company Limited
<u>Deceased:</u>	The Rt. Hon. Lord Lurgan

17 Mar. 1937	<u>Copy of Register of Directors or Managers</u>
<u>Directors:</u>	<p>Edmund Davis</p> <ul style="list-style-type: none"> • British South Africa Company Limited (B.S.A) <p>Reginald Charles Cromwell Hockley</p> <ul style="list-style-type: none"> • Member of the Middle Temple • Selukwe Gold Mining & Finance Company Limited
<u>Appointed:</u>	<p>Percy John Warner appointed 3/03/1937</p> <ul style="list-style-type: none"> • Advies Finance Company Limited
(Bio1.)	<p>Lt. Comdr. The Rt. Hon. Charles Maurice Elton Gifford</p> <ul style="list-style-type: none"> • The District & Theatre Ticket Company Limited
3 Mar. 1939	<u>Copy of Register of Directors or Managers</u>
<u>Directors:</u>	<p>Reginald Charles Cromwell Hockley</p> <ul style="list-style-type: none"> • Member of the Middle Temple • Selukwe Gold Mining & Finance Company Limited <p>Percy John Warner appointed 3/03/1937</p> <ul style="list-style-type: none"> • Advies Finance Company Limited <p>Lt. Comdr. The Rt. Hon. Charles Maurice Elton Gifford</p> <ul style="list-style-type: none"> • The District & Theatre Ticket Company Limited
<u>Deceased:</u>	Sir Edmund Davis deceased 20/02/1939
21 Nov. 1944	<u>Copy of Register of Directors or Managers</u>
<u>Directors:</u>	<p>Reginald Charles Cromwell Hockley</p> <ul style="list-style-type: none"> • Member of the Middle Temple • Selukwe Gold Mining & Finance Company Limited <p>Percy John Warner appointed 3/03/1937</p> <ul style="list-style-type: none"> • Advies Finance Company Limited <p>Lt. Comdr. The Rt. Hon. Charles Maurice Elton Gifford</p> <ul style="list-style-type: none"> • The District & Theatre Ticket Company Limited
<u>Alternate:</u>	Aubrey Thomas Smith Pears alternate to Gifford appointed 6/11/1944
9 Jan. 1947	<u>Copy of Register of Directors or Managers</u>
<u>Directors:</u>	<p>Reginald Charles Cromwell Hockley</p> <ul style="list-style-type: none"> • Member of the Middle Temple • Selukwe Gold Mining & Finance Company Limited <p>Percy John Warner appointed 3/03/1937</p> <ul style="list-style-type: none"> • Advies Finance Company Limited <p>Lt. Comdr. The Rt. Hon. Charles Maurice Elton Gifford</p> <ul style="list-style-type: none"> • The District & Theatre Ticket Company Limited
<u>Alternate:</u>	Aubrey Thomas Smith Pears alternate to Gifford Thomas William Moore alternate to Warner appointed 3/01/1947
13 Jul. 1948	<u>Copy of Register of Directors or Managers</u>
<u>Secretaries:</u>	Herbert Maxwell Lewis Albert William Westwood (Pro Tem.)

Jun. 1949

London Office Note

Letters Dated:-

(i)	13/02/1895	To Burnham, Ingram and B.E.
(ii)	13/02/1895	To Charterland Goldfields Limited
(iii)	21/05/1895	To J.W. Dore

Granted the right to locate: -

(i)	300 square miles of land and mineral rights,
(ii)	100 square miles of land and mineral rights, and
(iii)	30 000 morgen of land and mineral rights.

The above rights were acquired by the **Northern Copper (B.S.A) Company Limited**, amalgamated and located in one block known as the **BIG CONCESSION**. The area was reserved from general prospecting by Government Notice No. 32 of 1912 (Section 5). On survey the area was found to comprise 700 square miles. The excess area was allowed to be retained on the same terms as the original grant, vide letter dated 4th March 1903 addressed to **Northern Copper (B.S.A) Company Limited**.

The whole grant was subsequently acquired by the Rhodesia Copper Company Limited by whom the area Was subdivided and assigned as under: -

3 Areas of 10 square miles each: -
"Silver King"
"Crystal Jacket"
"Sable Antelope"
assigned to Kafue Copper Development Co. Ltd., by Deed dated 26/06/1905.
R.M.T No. 4

3 Areas of 10 square miles each: -
"Kafue Hot Springs"
"Sugar Loaf" and
"Ninga"
assigned to Northern Copper (B.S.A) Co. Ltd.
by Deed dated 26/06/1905, and by them assigned to B.E by Cert. Of Transfer 7/01/1920 R.M.T 24

640 square miles assigned to South African Townships
Mining & Finance Corp. Ltd., By an Indenture 22/04/1922
R.M.T No. 3

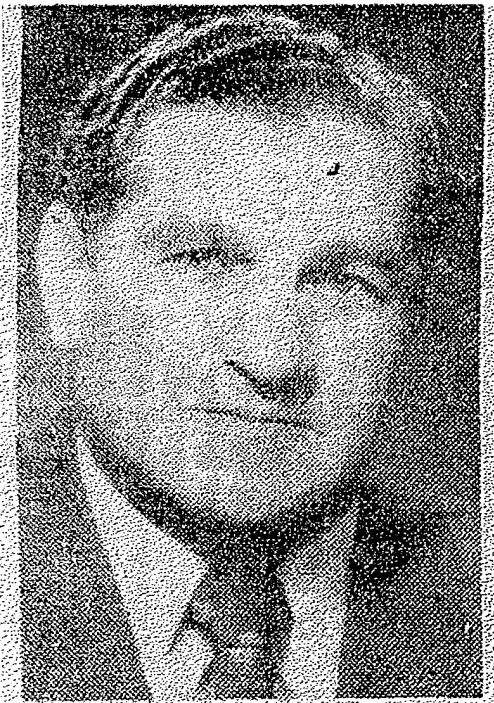
See also R.M.T. No. 3/19 (Deed of Variation) & R.M.T No. 3.20 (Assignment of Mining Rights to African Gold & Base Metal Holdings Ltd. Vol. VI)

20 Sept. 1950 Particulars of Mortgage or Charge Created by B.E. Company Limited

£50 000 Certain piece of land situate in the Township of Bulawayo being Stand No. 93 in extent 97 square roods 32 square feet held by the Appearer's Principale under **Deed of Transfer No. 5529**, passed on 3 April 1913.

The South African Mutual Life Assurance Society, Bulawayo, Southern Rhodesia

BULAWAYO CHRONICLE 7 JANUARY 1955



Mr. Samuel Lieb Glazer, J.P., who on behalf of the Glazer Brothers of Johannesburg recently completed in London the negotiations for the 90 per cent control of the Bechuanaland Exploration Co., Ltd. The "B.E. Company," as it is known in Central Africa, owns more than 500,000 acres of land in Southern Rhodesia, Northern Rhodesia and Bechuanaland, together with many prominent buildings and businesses in Bulawayo, Salisbury, Fort Victoria, Broken Hill and the Aherfoyle Estates near Gweio. With these properties, together with their tobacco plantations and ranches, and their investments in more than 40 leading South African and overseas companies, the "B.E.'s" assets are estimated at more than £1,000,000.

31 Jan. 1955 Notice of Change of Directors or Secretary

Resigned: John Ernst Wills Lomas resigned 17/01/1955

Appointed: **William Guy Fossick** Barrister-at-Law

- Debenture Corporation
- British Empire Land Mortgage Loan Company Limited

- A.C.P. Ltd. London Committee

John Renyi

Alexander James Watson

- Firstcorp Investment Trust Limited
- Sinjal Nominees Limited

Peter Brackfield (former surname Brachfeld)

- Howard & Bullough (Securities) Limited
- Asa Lees (Holdings) Limited
- General Finance (London) Limited
- Albion Commerce Company Limited

25 Aug. 1955 Special Resolution

At an EXTRAORDINARY GENERAL MEETING of the Members of the B.E duly convened and held at 19 St. Swithin's Lane, London, E.C. 4 on Thursday, the 25th August 1955, the following Resolution was duly passed as a SPECIAL RESOLUTION, namely: -

"That the Articles of Association contained in the proof print submitted to this Meeting (of which a copy has been signed by the Chairman of the Meeting for purposes of identification) be and are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association of the Company."

Signed: Percy Warner (Chairman)

Filed with Companies House, London: 27 August 1955

New Articles of Association

3. The whole of the business of the Company shall be transacted, controlled, managed and conducted from the Principal Office. General meetings of the Company, meetings of holders of classes of shares of the Company, and **meetings of the Directors shall be valid and effective only if held in Southern Rhodesia.**
4. The capital of the Company at the date of the adoption of these Articles is £350 000 divided into 700 000 Shares of 10s. each.
11. No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or required to recognise any equitable, contingent, future or partial interest in any share or (except only as by these Articles otherwise expressly provided or as by law required) any right whatsoever in respect of any share other than an absolute right to the entirety thereof in the registered holder.
32. The Directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of shares (not being fully paid shares) to a person of whom they shall not approve and they may also decline to register any transfer of shares on which the Company has a lien.
76. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or if the appointer is a corporation either under its common seal or under the hand of an officer or attorney, so authorised.
113. The register of Directors' share and debenture holdings shall be kept at the Registered Office and shall be open to the inspection of any member or holder of debentures of the Company or of any person acting on behalf of the Board of Trade between the hours of 10 a.m. and noon on

each day during which the same is bound to be open for inspection pursuant to the Statutes. The said register shall also be produced at the commencement of each Annual General meeting and shall remain open and accessible during the continuance of the Meeting to any person attending the Meeting.

140. Every legal personal representative, committee, receiver, curator bonis or other legal curator, trustee in bankruptcy or liquidator of a member shall be bound by a notice given as aforesaid if sent to the last registered address of such member, notwithstanding that the Company may have notice of the death, lunacy, bankruptcy, liquidation or disability of such member.

141. If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the court) the Liquidator may, with the authority of an Extraordinary Resolution, **divide among the members in specie the whole or any part of the assets of the Company, whether such assets shall consist of property of one kind or of properties of different kinds, and may for such purpose set such value as he deems fair upon each kind of property, and may determine how such division shall be carried out as between the members or different classes of members. The Liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the Liquidator, with the like authority, shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no member shall be compelled to accept any shares in respect of which there is a liability.**

142. Every Director and other officer of the Company (including an Auditor) shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour, or in which he is acquitted, or in connection with any application in which relief is granted to him by the Court under the Statutes.

15 Nov. 1955	<u>Particulars of a Mortgage or Charge by a Company registered in England</u>		
7 Jun. 1955	£112 500	Stand No. 93, Bulawayo	Harold Sydney Ashton & Anni Prenter c/o William Aronsohn: St. Andrew's Building, Jhb.
15 Jun. 1955	£180 000	Stands Nos. 130, 131, 63, 64 in Bulawayo. Stands Nos. 552 & 553, Salisbury	Legal & General Assurance Society Ltd., Salisbury
29 Jun. 1955	£50 500	Stand No. 174, Bulawayo	Century Insurance Co. Ltd.,
20 Jul. 1955	£6 600 £4 750 £6 600 £6 600 £6 600 £6 350	Stand No. 946, Bulawayo Stand No. 1049, Bulawayo Stand No. 1056, Bulawayo Stand No. 947, Bulawayo Stand No. 1057, Bulawayo Stand No. 1058, Bulawayo	Rhodelect House, Salisbury Rhodesia Century Building Society, Bulawayo
20 Jan. 1956	<u>Particulars of a Mortgage or Charge by a Company registered in England</u>		

24 Dec. 1955	£36 800	Additional Mortgage on: -	Legal and General Assurance
		Stands Nos. 130, 131, 63 & 64, Bulawayo. Stands Nos. 552 & 553, Salisbury	Society Ltd., Salisbury
26 Jul. 1956	<u>Statement of accounts for the year ended 31st March 1955</u>		
<u>Directors:</u>	Cecil Isadore Jacobs (Chairman) Sam Lieb Glazer, J.P. Bernard Glazer John Alexander Stirling Jack Grahame Pain		
<u>London Comm:</u>	William Guy Fossick Albert William Westwood, F.C.I.S.		
<u>GM-Rhodesia:</u>	D.D. Martin		
<u>Bankers:</u>	Bank of America Trust & Savings Association – London Barclays Bank D.C.O. – Bulawayo Volkskas Limited – Johannesburg		
<u>Solicitors:</u>	Richards, Butler & Co. – London Coghlan & Welsh – Bulawayo N. Werksman & Partners – Johannesburg		
<u>Auditors:</u>	Deloitte, Plender, Griffiths & Co.		
<u>Secretary:</u>	A.W. Westwood, F.C.I.S. 19 St. Swithin's Lane, London, E.C.4		
<u>Capital:</u>	The Capital of the Company is £350 000 divided into 700 000 Shares of 10 shillings.		
<u>Fixed Assets:</u>	BUILDINGS AND TOWN SITES: - Warnborough Mansions (built 1952) & Stand – Bulawayo Chilham Court (built 1938) & Stand – Bulawayo Gifford House (built 1911) & Stand – Bulawayo Garage (built 1937) & Stand – Bulawayo Bechuana House (built 1931) & Stands – Salisbury		
	LAND: - Interest in Farms – 472,227 acres – and <u>Mining Rights</u>		
	CURRENT ASSETS: - Investments quoted on Stock Exchanges in Great Britain Cattle Expenditure on Tobacco and Maize Crops		
1956	<u>Mining Year Book</u> <u>Bechuanaland Exploration Company Limited</u>		
<u>Directors:</u>	S.L. Glazer, J.P. J.G. Pain B. Glazer J.A. Stirling C.I. Jacobs		
<u>Property:</u>	432, 602 acres of agricultural and ranching land in Southern Rhodesia and Bechuanaland Protectorate: 25,613 acres of land carrying surface and mineral rights, 12, 800 acres carrying mineral rights, and 14, 012 acres carrying surface rights in Northern Rhodesia; town sites and buildings in Bulawayo, Salisbury, Broken Hill, and Victoria, and shares and other interests in mining and other companies.		

11 Feb. 1957 Notice of the situation of the Office where a Dominion Register is kept
Prev. address: 17 Gifford House, Main Street, Bulawayo
New address: 3rd Floor, 23 Mimosa House, 9th Avenue, Bulawayo
Filed: The Bechuanaland Exploration Co. Ltd., 19 St. Swithin's Lane, London

1 Mar. 1957 Certificate of Registered Title In favour of The Bechuanaland Exploration Company Limited
Title Deed No. 2055

GLAZERS
BID FOR
LONRHO

London, Thursday.

THE London and Rhodesian Mining and Land Co. has advised shareholders not to accept an offer by Glazer Brothers of Johannesburg to pay 13s. 6d. for each stock unit for 2,040,000 units—51 per cent of the company's issued capital.

A statement by the company tonight said that the directors had received a copy of the circular to be sent to stockholders by the Glazer Brothers and was advising shareholders against accepting the offer.

The company said that detailed reasons for the advice would be given to shareholders in a letter to be sent by August 1.

The company's shares, after rising by a few shillings in last few days, today fell 2½ pence in London.—Sapa-F

THE BULAWAYO CHRONICLE: 26 JULY 1957

11 Dec. 1957 Notice of the situation of the Office where a Dominion Register is kept
Prev. address: 3rd Floor, 23 Mimosa House, 9th Avenue, Bulawayo
New address: 1st Floor, African Life Buildings, Main Street, Bulawayo

21 Aug. 1959 Notification of change of Directors or Secretary
Deceased: **Samuel Lieb Glazer, J.P. died on 19th August 1959**

30 Nov. 1959	<u>Notification of change of Directors or Secretary</u>
<u>Appointed:</u>	Nathan Werksman (Bio. 2)
	<ul style="list-style-type: none"> • Anglo-African Shipping Company (S.A) Limited • The Read's Drift Land Company limited • Tati Company Limited
25 Jan. 1960	<u>Notification of change of Directors or Secretary</u>
<u>Resigned:</u>	A.W. Westwood as secretary
<u>Appointed:</u>	Graham Ernest Emanuel as secretary
10 Mar. 1961	<u>Notice of the situation of the Office where a Dominion Register is kept</u>
<u>Prev. address:</u>	1 st Floor, African Life Buildings, Main Street, Bulawayo
<u>New address:</u>	201 Colray House, 9 th Avenue, Bulawayo
<u>Filed:</u>	The Bechuanaland Exploration Co. Ltd., 19 St. Swithin's Lane, London
10 Mar. 1961	<u>Notification of change of Directors or Secretary</u>
<u>Resigned:</u>	G.E. Emanuel as secretary
<u>Appointed:</u>	Permanent Trust (Private) Limited
	201 Colray House, 9 th Avenue, Bulawayo
5 Apr. 1961	<u>Notice of the situation of the Office where a Dominion Register is kept</u>
<u>Resolution:</u>	Board Resolution dated 7 th April 1961 that the Branch Register is now kept at
<u>New address:</u>	36 Annan House, 86 Commissioner Street, Johannesburg, Union of South Africa
1 Nov. 1962	<u>Notice of the situation of the Office where a Dominion Register is kept</u>
<u>New address:</u>	7 Fitzroy Square, London, W.1
<u>Filed:</u>	Blick, Rothenberg & Son
	7 Fitzroy Square, London, W.1
29 Jan. 1968	<u>Notification of change of Directors or Secretary</u>
<u>Deceased:</u>	C.I. Jacobs died on the 09/03/67
18 Dec. 1970	<u>Bechuanaland Exploration Company Limited Incorporated in Botswana under Company No. 872 (External Company)</u>
<u>Director:</u>	Bernard Glazer
	<u>Registered address: Bosman Buildings, Eloff Str. Jhb.</u>
	<ul style="list-style-type: none"> • Anglo-African Construction Company Limited • The African City Properties Trust (1952) Limited • Carnarvon Hotels Limited • Controlled Investments Limited • Green's Buildings Limited • Stedelike Grondbeleggings-Korporasie Beperk
	<u>Registered address: 30 Annan House, 86 Commissioner Street, Johannesburg</u>
	<ul style="list-style-type: none"> • Atlas Finance & Trust Corporation Limited • Atlas Mining Corporation Limited • Berzelius Company Limited • Bernard Glazer Investment Corporation (Pty) Ltd. • Bosoli Investments (Pty) Ltd. • Ellgood Properties (Pty) Ltd. • Johannesburg Hotel President (Pty) Ltd.

- Johannesburg Hotel President Development Co. (Pty) Ltd.
- Katlani Diamonds Limited
- Rialde (Pty) Limited
- The Read's Drift Land Company Limited
- S.A. Bullion Corporation Limited
- S. & B. Cape Investments (Pty) Limited
- Tati Company Limited
- Waldorf Hotels (Pty) Limited
- Westcom Properties (Pty) Limited

C/o Kessel, Feinstein, Torch & Co., 2nd Floor, Annan House, 86 Commissioner Street, Johannesburg

- Arbor Properties (Pty) Ltd.
- Brecon Buildings (Pty) Ltd.
- City & Commercial Holdings (Pty) Limited
- Embassy Investments (Pty) Ltd.
- Empress Investments (Pty) Ltd.
- Gardenview Buildings (Pty) Ltd.
- Johannesburg Hotel President Holdings (Pty) Ltd.
- Park Central Buildings (Pty) Ltd.
- Miami Mansions (Pty) Ltd.

2nd Street, Francistown, Republic of Botswana

- Tati Territory Exploration Co. (Pty) Limited
- Northern Ranching Company (Pty) Ltd.
- Glazco Company (Pty) Ltd.
- Francistown Breweries (Pty) Ltd.

Halco House, Fife Avenue, Bulawayo, Rhodesia

- Glazer Bros. Investments (Rhodesia) (Private) Ltd.
- The Bechuanaland Exploration Company Limited
- Rhodesia & Bechuanaland Investments (Private) Ltd.

31 Mar. 1971 Annual Return for Bechuanaland Exploration Company – Botswana

Directors: Bernard Glazer

Nathan Werksman

John Alexander Stirling

Francis Ferguson Slaven

London Comm: J. Cleveland

A.N. Homburger

Secretary: Permanent Trust (Private) Limited

Bankers: Bank of America National Trust & Savings Association – London

Barclays Bank International Limited – Bulawayo & Gwelo

Volkskas Limited – Johannesburg

Reg. Office: 7 Fitzroy Square, London, W. 1

Notes: The Government of Zambia has expropriated three farms owned by the company in that country. It is not anticipated that any compensation will be received in respect of this expropriation.

14 Sept. 1972 The Company's Register of Directors and Secretaries – Botswana

Removal: Jack Grahame Pain

Appointed: Francis Ferguson Slaven

25 Oct. 1972 Notification of change of Directors or Secretary

<u>Resigned:</u>	Mr. Pain resigned 14/09/72																								
<u>Appointed:</u>	Francis Ferguson Slaven <ul style="list-style-type: none"> • F. Winchin (Private) Limited • Matsa Investments (Private) Limited 																								
31 Mar. 1973	<u>Balance Sheet and Relative Accounts for the year ended 31 March 1973</u>																								
<u>Auditors:</u>	Kessel, Feinstein, Torch & Co., Chartered Accountants (S.A), Jhb.																								
<u>Notes:</u>	<p>4. The company's assets and liabilities in <u>Botswana, South Africa and Zambia</u> have been converted at current rates of exchange.</p> <p>5. In terms of an <u>agreement</u> between the company and the <u>Government of Botswana</u> certain land owned by the company in Botswana has been sold to the Government. It is estimated that the profit made on the sale of this land will be of the order of Zim\$35 000, which in terms of the agreement will be <u>free of taxation in Botswana</u>.</p> <p>6. The Government of <u>Zambia</u> has expropriated three farms owned by the company in that country. Claims for compensation have been lodged through the <u>Foreign and Commonwealth Office in London</u> and the directors anticipate that adequate compensation will be received.</p>																								
<u>Fixed Assets:</u>	Mineral Rights																								
<u>Dividends:</u>	Income received from mineral rights																								
2 Jan. 1975	<u>Annual Return of a company having a share capital</u>																								
<u>Directors:</u>	Bernard Glazer Nathan Werksman John Alexander Stirling Francis Ferguson Slaven																								
<u>Secretary:</u>	Permanent Trust (Private) Limited Signed: Mr. Bloch																								
31 Mar. 1974	<u>Balance Sheet and Relative Accounts for the year ended 31 March 1974</u>																								
<u>Auditors:</u>	Kessel, Feinstein, Torch & Co., Chartered Accountants (S.A), Jhb. As 1973 Balance Sheet																								
31 Mar. 1974	<table border="0"> <thead> <tr> <th><u>List of Members</u></th> <th><u>Shares</u></th> </tr> </thead> <tbody> <tr> <td>(For full list: See B.E. File)</td> <td></td> </tr> <tr> <td>Bankamerica Nominees Limited 27/29 Walbrook, London, E.C. 4</td> <td>200</td> </tr> <tr> <td>Barclays Nominees (Branches) Ltd. 4 George Yard, Lombard Str., London (Authorised depository for F. Slaven)</td> <td>1 000</td> </tr> <tr> <td>Bernard Glazer Out 1 000 16/01/74</td> <td>10 790</td> </tr> <tr> <td>In 1 000 06/02/74</td> <td></td> </tr> <tr> <td>Bernard Glazer</td> <td>479 077</td> </tr> <tr> <td>Cecil I. Jacobs</td> <td>1 000</td> </tr> <tr> <td>Barclays Bank Buildings, Bulawayo</td> <td></td> </tr> <tr> <td>Mrs. Lorraine Munitz 54 Upper Three Road, Camps Bay, R.S.A</td> <td>97 052</td> </tr> <tr> <td>Jack G. Pain Out 1 000 06/02/74</td> <td>Nil</td> </tr> <tr> <td>John A. Stirling</td> <td>1 000</td> </tr> </tbody> </table>	<u>List of Members</u>	<u>Shares</u>	(For full list: See B.E. File)		Bankamerica Nominees Limited 27/29 Walbrook, London, E.C. 4	200	Barclays Nominees (Branches) Ltd. 4 George Yard, Lombard Str., London (Authorised depository for F. Slaven)	1 000	Bernard Glazer Out 1 000 16/01/74	10 790	In 1 000 06/02/74		Bernard Glazer	479 077	Cecil I. Jacobs	1 000	Barclays Bank Buildings, Bulawayo		Mrs. Lorraine Munitz 54 Upper Three Road, Camps Bay, R.S.A	97 052	Jack G. Pain Out 1 000 06/02/74	Nil	John A. Stirling	1 000
<u>List of Members</u>	<u>Shares</u>																								
(For full list: See B.E. File)																									
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	Barclays Bank Buildings, Bulawayo	
	The Torva Exploration Syndicate Ltd.	1
	Salisbury House, London Wall, London	
	Nathan Werksman	1 000
31 Mar. 1975	<u>Balance Sheet and Relative Accounts for the year ended 31 March 1975</u>	
	As per 73/74 Balance Sheets.	
31 Mar. 1976	<u>Balance Sheet and Relative Accounts for the year ended 31 March 1976</u>	
<u>Auditors:</u>	Kessel, Feinstein, Torch & Co	
<u>Directors:</u>	Bernard Glazer	
	Nathan Werksman	
	John Alexander Stirling	
	Francis Ferguson Slaven	
<u>London Comm:</u>	J. Cleveland	
	A.N. Homburger	
<u>Secretaries:</u>	Permanent Trust (Private) Limited, Bulawayo	
<u>Bankers:</u>	Bank of America National Trust & Savings Association, London	
	Barclays	
<u>Fixed Assets:</u>	Mineral Rights	
31 Mar. 1977	<u>Balance Sheet and Relative Accounts for the year ended 31 March 1977</u>	
<u>Auditors:</u>	Kessel, Feinstein, Torch & Co	
<u>Directors:</u>	Bernard Glazer	
	Nathan Werksman	
	John Alexander Stirling	
	Francis Ferguson Slaven	
<u>Review:</u>	Your company and its subsidiaries carry on the business of farming and are also property owners. The activities of the group are principally conducted in Rhodesia.	
<u>Subsidiaries:</u>	All wholly-owned as follows: -	
	<ul style="list-style-type: none"> • Ridgemont Estates (Private) Limited • Rhodesia and Bechuanaland Investments (Private) Limited • Mavumashaba Farm Holdings (Private) Limited 	
<u>Depreciation:</u>	No depreciation is provided on land, town buildings, certain farm improvements, mineral rights and trade investments.	
31 Mar. 1978	<u>Balance Sheet and Relative Accounts for the year ended 31 March 1978</u>	
	No changes since 1978 balance sheet.	
31 Mar. 1979	<u>Balance Sheet and Relative Accounts for the year ended 31 March 1979</u>	
<u>Loans:</u>	The loans are secured by mortgage bonds over town land and buildings and certain farm lands and are all repayable wholly within five years.	
8 Nov. 1980	<u>Notice of change in situation of registered office</u>	
<u>New address:</u>	370/386 High Road	
	Wembley, Middlesex, HA9 6AX	
31 Mar. 1981	<u>Balance Sheet and Relative Accounts for the year ended 31 March 1981</u>	
<u>Depreciation:</u>	Land, certain farm improvements, mineral rights and trade investments are not depreciated.	

<u>Loans:</u>	Secured by cession of timber cutting rights and wholly repayable within 5 years.
<u>Loan to:</u>	Embassy Investments (Pty) Ltd. (a company controlled by a director, Mr. B. Glazer).
1 Oct. 1981	<u>Notice of change of directors or secretaries</u>
<u>Resigned:</u>	Permanent Trust (Private) Limited
<u>Appointed:</u>	Messrs. H. and E. Bloch & Company
16 Apr. 1982	<u>Declaration by Director or Secretary on application by an old public company for re-registration as a public company</u> The Bechuanaland Exploration Company Limited Re-registered as: - The Bechuanaland Exploration Company P.L.C
28 May 1982	<u>Memorandum of Association: The Bechuanaland Exploration Company P.L.C</u> <i>The Companies Act 1862-1980: Company Limited by Shares</i> 1. The name of the Company is *The Bechuanaland Exploration Company P.L.C. 2. The company is to be a public limited company. 3. The Registered Office of the Company will be situate in England. 4. The objects for which the Company is established are: - (a) To acquire certain rights and privileges and concessions granted by Khama, Chief of the Bamangwato, partly within the Bechuanaland Protectorate and partly without, South Africa, to the Northern Gold Fields Exploration Syndicate of Cape Town, and with a view thereto to adopt and carry into effect, with or without modification, the agreement referred to in Clause 3 of the Company's Articles of Association. (b) To search for, prospect, examine and explore mines and ground supposed to contain minerals or precious stones, and to search for, and obtain, information in regard to mines, mining claims, and mining districts, and localities in South Africa and elsewhere. (c) To purchase or otherwise acquire, and to sell, dispose of, and deal with mines and mining rights and property supposed to contain minerals or precious stones or other valuables, and any undertakings connected therewith. (d) To work, exercise, develop and turn to account, mines and mining rights, and any undertakings connected therewith, and generally to carry on business as metallurgists. (e) To buy, sell, refine, manipulate, and deal in ores and minerals of all kinds, and in particular gold, silver and other precious metals and precious stones. *By Resolution of the Board of Directors passed on 22 nd March 1982 the Company was re-registered as a Public Limited Company. (l) To subscribe for, issue on commission, or otherwise take, hold and deal in shares, stock and securities of any Company, and in particular any connected with or formed for mining purposes. (n) To enter into partnership or into any arrangement for sharing profits, co-operation, reciprocal concession, or otherwise with any other person or company. (m) To raise money upon the security of the property of the Company, or of its unpaid share capital, or by the issue of debentures or

debenture stock, perpetual or otherwise in such manner as may seem expedient.

(u) To do all such things as may be necessary to enable the Company to acquire the legal status of a Corporation, either within or without the Bechuanaland Protectorate, South Africa, or in any other country in which the Company may carry on business.

17 Dec. 1982	<u>Annual return of a company having a share capital</u>
<u>Directors:</u>	Bernard Glazer Nathan Werksman John Alexander Stirling Francis Ferguson Slaven
<u>Secretaries:</u>	Atlas Finance and Trust Corporation (Pty) Limited
31 Mar. 1982	<u>Balance Sheet and Relative Accounts for the year ended 31 March 1982</u>
31 Mar. 1983	<u>Balance Sheet and Relative Accounts for the year ended 31 March 1983</u>
19 Dec. 1983	<u>Summary of Issued Share Capital</u>
<u>Issued:</u>	250 021
<u>Surrendered:</u>	242 542
<u>Circulation:</u>	7 479
<u>Reg. Shares:</u>	595 294
<u>Bearer warrants:</u>	7 479
<u>Total issued:</u>	601 773
31 Mar. 1984	<u>Balance Sheet and Relative Accounts for the year ended 31 March 1984</u> <i>Filed with Companies House London – 18 March 1985</i>
<u>Auditors:</u>	Kessel Feinstein Chartered Accountants (S.A), Johannesburg
<u>Directors:</u>	Francis Ferguson Slaven John Alexander Stirling Nathan Werksman S.S. Faiga – appointed 17 July 1984 – Note: Only filed C.H. 24/07/84 C.A. Jaffe – (alternate to N. Werksman) appointed 17 July 1984
	It is with regret that we record the death of Mr. B. Glazer on 17th July 1984.
<u>Share Capital:</u>	Beneficially owned at 31 st March 1984 495 387
	- B. Glazer
	Non-beneficially owned 3 000
	- F.F. Slaven 1 000
	- J.A. Stirling 1 000
	- N. Werksman 1 000
<u>Fixed Assets:</u>	Land, certain farm improvements, mineral rights and unlisted investments are not depreciated.
<u>Zambia:</u>	Approximately 15 years ago the Government of Zambia expropriated 3 farms owned by the company in that country. Notwithstanding the fact that claims for compensation have been lodged with the Zambian Government and through the Foreign and Commonwealth Office in London, nothing has been received to date.
17 Jul. 1984	Bernard Glazer deceased. Harley Street Clinic, 35 Waymouth Street, Westminster, London.

17 Jul. 1984 Notice of change of directors or secretaries or in their particulars
 On the 17th July 1984 Mr. C.A. Jaffe was appointed an alternate Director to Mr. N. Werksman

20 Jul. 1984 Certificate of Registered Title in favour of Bechuanaland Exploration Company P.L.C. Portion 7 of the farm 77NQ: 281/84
 "Whereas **Hermanus Christoffel du Plessis** acting by virtue of a Power of Attorney granted to him by **Bernard Glazer** and **Seymour Simon Faiga** in their capacity as Officials of the Bechuanaland Exploration Company P.L.C by virtue of a Resolution of the Board passed on the 23rd June 1984, has applied for the issue of Certificate of Registered Title in terms of Section 41 (1) [GIVEN AS SECTION 34 ON ORIGINAL BELOW – NB] of the Deeds Registries [GIVEN AS REGISTRY ON ORIGINAL BELOW – NB] Act in respect of the under mentioned land being portion of the Remainder of the land being registered in its name under Title Deed No. 444 registered on the 5th July 1958." [SEE DEED OF TRANSFER TO SAM ESTATES, THIS DATE GIVEN AS 4 APRIL 1927 – NB]
 "Thus done and executed at the Office of the Registrar of Deeds at Gaborone on this **20th day of July 1984.**"
Special Note: **Bernard Glazer's Power of Attorney was used three days after his death.**

24 Jul. 1984 Notice of change of directors or secretaries or in their particulars
Deceased: Bernard Glazer died and ceased to be a Director of the Company 17/07/84
Appointed: S.S. Faiga appointed 24/07/84

Prepared by me

H. H. Lewis
CONVEYANCER

POWER OF ATTORNEY

PLA
We the undersigned, BERNARD GLAZER and SEYMOUR SIMON FAIGA
in our capacity as Officials of the Company
BECHUANALAND EXPLORATION COMPANY P.L.C.
do hereby nominate constitute and appoint

HERMANUS CHRISTOFFEL DU PLESSIS

with power of substitution to be a true and lawful attorney and agent
in our name, place and stead to appear before the

REGISTRAR OF DEEDS FOR BOTSWANA AT GABORONE

and then and there as our act and deed to apply for a Certificate of
Registered Title in terms of Section 34 of the Deeds Registry Act in
respect of

CERTAIN: piece of land being Portion 7 of the Farm T.S.
No. 77NQ

SITUATE: in the North East District of Botswana

SIGNED AT JOHANNESBURG ON THIS 23rd DAY OF June 1984

AS WITNESSES:

1. *H. H. Lewis*.....
2. *E. C. Norton*

PLA
PLA

I direct my administrators -

11.1

Trustee

to endeavour to purchase any shares offered for sale to them in the Bechuanaland Exploration Company Limited but this shall not apply to those shares in that company owned by MRS LORAIN MUNITZ and I direct my administrators not to purchase such shares from her;

Special Note: T.K & E.C witnessed a copy of a document informing the Company Registrar in Botswana that Bechuanaland Exploration Company P.L.C was to be struck off the Register. Unable to copy document.

31 Mar. 1985	Annual Accounts for Bechuanaland Exploration Company P.L.C
<u>Directors:</u>	F.F. Slaven J.A. Stirling C.A. Jaffe - appointed as alternate to N. Werksman 17/07/84 and as a full Director on 20/08/85 S.L. Glazer - appointed 20/08/85 S.S. Faiga - appointed 17/07/84, resigned 20/08/85 and was appointed as Alternate to S.L. Glazer on the same day N. Werksman - resigned 20/08/85 [SEE 1986 STATEMENTS AND CORRECT THIS YEAR - NB]
	It is with regret that we record the death of Mr. B. Glazer on 17 th July 1984.
<u>Subsidiaries:</u>	Details of wholly owned subsidiary companies: - <ul style="list-style-type: none"> Ridgemont Estate (Private) Limited, Zimbabwe, Finance Company Zimbabwe & Botswana Investments (Private) Ltd., Finance Company Mavumashaba Farm Holdings, Zimbabwe, Property Owner (Farming)
<u>Share Capital:</u>	<u>Beneficially owned</u> <u>1985</u> <u>1984</u> B. Glazer - 495 387 <u>Non-beneficially owned</u> 3 000 3 000 F.F. Slaven 1 000 1 000 J.A. Stirling 1 000 1 000 N. Werksman 1 000 1 000
<u>Extraordinary:</u>	Profit on sale of land - Botswana 431 659
<u>Fixed Assets:</u>	Land, certain farm improvements, mineral rights , and unlisted investments are not depreciated.
<u>Share Capital:</u>	Authorised 700 000 shares of \$1 each Issued 601 773 shares In terms of the articles of association the unissued shares are under the control of the directors.
<u>Dividends:</u>	Received: - Farmer's Co-operative Limited t/a Matco 5 067 Cattle Co-Operative Limited 4 718
<u>Interest:</u>	Received: -

	Electricity Supply Commission	29
	Grindlays Bank P.L.C	4 051
	Mavumashaba Farm Holdings (Private) Limited	18 000
31 Mar. 1986	<u>Annual Accounts for Bechuanaland Exploration Company P.L.C</u>	
<u>Directors:</u>	F.F. Slaven J.A. Stirling C.A. Jaffe S.L. Glazer S.S. Faiga N. Werksman	- appointed as alternate to N. Werksman 17/07/84 and as a full Director on 20/08/85 - appointed 20/08/85 - appointed 17/07/84, resigned 20/08/85 and was appointed as Alternate to S.L. Glazer on the same day - resigned 20/08/85
<u>Share Capital:</u>	<u>Non-beneficially owned</u>	<u>1986</u> <u>1985</u>
	S.L. Glazer	1 000 -
	C.A. Jaffe	1 000 -
	F.F. Slaven	1 000 1 000
	J.A. Stirling	1 000 1 000
	N. Werksman	1 000 1 000
<u>Fixed Assets:</u>	Land, certain farm improvements, mineral rights and unlisted investments are not depreciated.	
31 Mar. 1987	<u>Annual Financial Statements</u>	
<u>Fixed Assets:</u>	Net book value of the group's fixed assets was \$166 643 (1986: \$173 886) at the year ended.	
	Land, certain farm improvements, mineral rights and unlisted investments are not depreciated.	
<u>Directors:</u>	F.F. Slaven J.A. Stirling C.A. Jaffe (Alternate – S.S. Faiga) S.L. Glazer	
<u>Subsidiaries:</u>	Ridgemont Estates (Private) Limited – Zimbabwe – Finance Company Zimbabwe & Botswana Investments (Private) Ltd. – Zim. – Finance Company Mavumshaba Farm Holdings (Private) Ltd. – Zim. – Property owner	
<u>Share Capital:</u>	<u>Non-beneficially owned</u>	<u>1987</u> <u>1986</u>
	S.L. Glazer	1 000 1 000
	C.A. Jaffe	1 000 1 000
	F.F. Slaven	1 000 1 000
	J.A. Stirling	<u>1 000</u> <u>1 000</u>
		4 000 4 000
<u>Loan:</u>	Embassy Investments (Pty) Ltd. – a company controlled by the administrators. \$1 769 400	
1 Dec. 1987	<u>Annual Return of a company</u>	
<u>Directors:</u>	John Alexander Stirling Francis Ferguson Slaven Cyril Alexander Jaffe	
	• The Read's Drift Land Company Limited • Tati Company Limited	
	<u>Sam Lieb Glazer</u>	
	• The Read's Drift Land Company Limited • Tati Company Limited	

- Crest International Holdings Limited

10 May 1988 [Certificate of Incorporation for Sam Land Estates Co.](#)

[Certificate of Incorporation for Sam Estates Holdings](#)

Receipt for Annual Return Fees paid by Tati Company Limited – P50

29 Jun. 1988 [Declaration of satisfaction in full or in part of mortgage charges](#)

Paid in full: 07/6/55 Mortgage of £112 500

- H.S. Ashton / Mrs. A. Prenter (widow c/o William Aronsohn) St. Andrew's Building, Johannesburg
- Stand No. 93 – Bulawayo, Zimbabwe

Paid in full: 15/06/55 Mortgage of £180 000

- The Legal & General Assurance Society Limited of Salisbury, Zimbabwe
- (Original) Mortgage on Stand No.'s 130, 131, 63 & 64 in Bulawayo and Stand No.'s 552 & 553 in Salisbury

Paid in full: 20/07/55 Mortgage of £6 600

- Rhodesia Century Building Society, Bulawayo, Zimbabwe
- Stand No. 946, Bulawayo

Paid in full: 29/06/55 Mortgage of £50 500

- Century Insurance Company Limited, Rhodelect House, Salisbury, Zimbabwe
- Stand No. 174, Bulawayo

Paid in full: 20/07/58 Mortgage of £4 750

- Rhodesia Century Building Society, Bulawayo, Zimbabwe
- Stand No. 1049, Bulawayo

Paid in full: 20/07/55 Mortgage of £6 600

- Rhodesia Century Building Society, Bulawayo, Zimbabwe
- Stand No. 1056, Bulawayo

Paid in full: 20/07/55 Mortgage of £ 6 600

- Rhodesia Century Building Society, Bulawayo, Zimbabwe
- Stand No. 947, Bulawayo

Paid in full: 20/07/55 Mortgage of £6 600

- Rhodesia Century Building Society, Bulawayo, Zimbabwe
- Stand No. 1057, Bulawayo

Paid in full: 20/07/55 Mortgage of £6 350

- Rhodesia Century Building Society, Bulawayo, Zimbabwe
- Stand No. 1058, Bulawayo

Paid in full: 24/12/55 Mortgage of £36 800

- The Legal & General Assurance Society Limited of Salisbury, Zimbabwe
- (Additional) Mortgage on Stand No.'s 130, 131, 63 & 64 in Bulawayo and Stand No.'s 552 & 553 in Salisbury
-

11 Nov. 1988	<u>Deed of Transfer from BECHUANALAND EXPLORATION CO. to SAM ESTATES LAND CO.</u>		
Title Deed:	767/88		
	<u>Description</u>	<u>Title Deed No.</u>	<u>Date</u>
	Portion 1 of Farm 77NQ	24/62	25 April 1962
	Portion 2 of Farm 77NQ	2055	1 March 1957
	Portion 6 of Farm 77NQ	2055	1 March 1957
	Remaining Extent Farm 77NQ	444	4 April 1927
Subject To:	All properties are subject to conditions referred to in Deed No.159 dated 8 March 1916. Notarial Deed of Abandonment of Mineral Rights No. 32/74 dated 24 June 1974. Removal of Reservation of Trading Rights (Tati Company Ltd.) Act. No. 26/79.		
Sold For:	P312 000 (Three hundred and twelve thousand Pula)		
Shareholders:	<u>SAM ESTATES LAND COMPANY</u>		
	Tati Company Limited	1 Share	24 Oct. 1988
	Sam Estates Holdings	99 Shares	24 Oct. 1988
Shareholders:	<u>SAM ESTATES HOLDINGS</u>		
	Hermanus Christoffel du Plessis	51 Shares	24 Oct. 1988
	Tati Company Limited	49 Shares	24 Oct. 1988
1 March 1957	<u>Certificate of Registered Title In favour of THE BECHUANALAND EXPLORATION COMPANY LIMITED:</u> Title Deed No. 2055		
5 Sept. 1922	Deed of Transfer Passed in Favour of the BECHUANALAND EXPLORATION CO. LIMITED by TATI COMPANY LIMITED [THIS CONFLICTS WITH EARLIER TITLE DEED NUMBERS AND DATES – PLS CHECK – NB]		
17 Apr. 1989	<u>The Insolvency Act 1986: Members' Voluntary Winding Up Declaration of Solvency Embodying a Statement of Assets and Liabilities – Pursuant to Section 89(3) of the Insolvency Act 1986</u> We Sam Lieb Glazer – 67 East Road, Morningside, Sandton Cyril Alexander Jaffe – 44 Glenhove Road, Melrose Estate, Johannesburg Francis Ferguson Slaven – 2 a Flint Road, Hillside, Bulawayo, Zimbabwe Attach a declaration of solvency embodying a statement of assets and liabilities. S.L. Glazer before me Louise Vosloo – Notary Public Werksmans Chambers		
<u>Presented:</u>			

4.70 contd.

Statement as at 31 December 1988 showing assets at estimated realisable values and liabilities expected to rank

Assets and liabilities	Estimated to realise or to rank for payment to nearest £
Assets:	
Balance at Bank	£ 724 852
Cash in Hand	
Marketable Securities	1
Bills Receivable	
Trade Debtors	606 372
Loans and Advances	
Unpaid Calls	
Stock in Trade	
Work in Progress	
Freehold Property	
Leasehold Property	
Plant and Machinery	
Furniture, Fittings, Utensils etc	
Patents, Trade Marks etc	
Investments other than Marketable Securities	
Other Property, viz	
Estimated Realisable Value of Assets	£ 1 331 225
Liabilities	
Secured on specific assets, viz	£
Secured by a Floating Charge(s)	
Estimated Cost of Liquidation and other expenses including interest accruing until payment of debts in full	8 000
Unsecured Creditors (amounts estimated to rank for payment)	
Trade accounts	£ 7 996
Bills Payable	
Accrued expenses	
Other Liabilities	72 255
Contingent Liabilities	
Estimated Surplus after paying Debts in full	£ 1 242 974

Remarks:

The company trade solely in Zimbabwe and the books of account have been written up in Zimbabwean dollars and for the purpose of this form have been converted at \$285.582 to £100,00 being the selling rate of exchange ruling on the 31st December 1988 per Grindlays Bank PLC, Gweru, Zimbabwe.



2 May 1989

Special Resolution

At an Extraordinary General Meeting of the Bechuanaland Exploration Company P.L.C, duly convened and held at 2nd Floor, Barclays Bank Building, 8th Avenue, Bulawayo, Zimbabwe on 2nd May 1989 the subjoined Resolutions were passed, the first as a Special Resolution, the second as an Ordinary Resolution: -

1. That the Company be wound up voluntarily.
2. That DAVID H. GILBERT ACA, of Levy Gee & Partners, 100 Chalk Farm Road, London, NW1 8EH, be and is hereby appointed Liquidator for the purpose of such winding up.

Signed: J.A. Stirling (Chairman of the Meeting)

Authenticated for insertion in London Gazette.

22 May 1989	<u>Authorised Insolvency Practitioners Certificate of Specific Penalty</u> <u>*To the Court/Accountant in Bankruptcy/Register of Companies</u>
<u>Surety:</u>	Royal Insurance (U.K) Limited 34-36 Lime Street, London, EC3M 7JE
<u>Bond Number:</u>	RMM 510218
<u>Renewal date:</u>	29 th December 1989
<u>Principal Office:</u>	D.H. Gilbert C/o Levy Gee & Partners 100 Chalk Farm Road London, NW1 8EH
<u>Surety Bond:</u>	£250 000*
4 Jul. 1989	<u>Notice of appointment of liquidator Voluntary winding up</u>
<u>Name of Co.:</u>	The Bechuanaland Exploration Company P.L.C
<u>Nature:</u>	Cattle farming & property owners
<u>Liquidator:</u>	David H. Gilbert ACA Office Holder Number: 002376
<u>Address:</u>	Levy Gee & Partners, 7 th Floor, Wettern House, 56 Dingwall Road, Croydon, CRO 0XH, United Kingdom
12 Jun. 1990	<u>Liquidator's Statement of Receipts and Payments</u>
<u>Assets:</u>	£1 331 225
<u>Unsecured dt:</u>	<u>Total amount of the capital paid up at the date of the commencement of the winding up: -</u> Paid up in cash Zim\$ 700 000 Issued as paid up otherwise than for cash Zim\$ 601 773 All assets are to be realised by H.E. Bloch & Company – Zimbabwe Liquidators. Assets to be realised are cash at bank. <u>Why the winding up can not yet be concluded: -</u> Assets not realised (Administration of case being carried out in Zimbabwe). <u>The period within which the winding up is expected to be completed: -</u> Uncertain.
5 Nov. 1990	<u>Liquidator's Statement of Receipts and Payments</u>
<u>Assets:</u>	£1 331 225
<u>Unsecured dt:</u>	<u>Total amount of the capital paid up at the date of the commencement of the winding up: -</u> Paid up in cash Zim\$ 700 000 Issued as paid up otherwise than for cash Zim\$ 601 773 All assets are to be realised by H.E. Bloch & Company – Zimbabwe Liquidators. Assets to be realised are cash at bank. <u>Why the winding up can not yet be concluded: -</u> Assets not realised (Administration of case being carried out in Zimbabwe). <u>The period within which the winding up is expected to be completed: -</u> Uncertain.
15 May 1991	<u>Liquidator's Statement of Receipts and Payments</u>
<u>Assets:</u>	£1 331 225
<u>Unsecured dt:</u>	<u>Total amount of the capital paid up at the date of the commencement of the</u>

winding up: -

Paid up in cash Zim\$ 700 000
Issued as paid up otherwise than for cash Zim\$ 601 773
All assets are to be realised by **H.E. Bloch & Company** – Zimbabwe
Liquidators. Assets to be realised are cash at bank.

Why the winding up can not yet be concluded: -

Assets not realised (Administration of case being carried out in Zimbabwe).

The period within which the winding up is expected to be completed: -

Uncertain.

3 Dec. 1991 Liquidator's Statement of Receipts and Payments

Assets: £1 331 225
Unsecured dt: £80 251

Total amount of the capital paid up at the date of the commencement of the winding up: -

Paid up in cash Zim\$ 700 000
Issued as paid up otherwise than for cash Zim\$ 601 773
All assets are to be realised by **H.E. Bloch & Company** – Zimbabwe
Liquidators. Assets to be realised are cash at bank.

Why the winding up can not yet be concluded: -

Assets not realised (Administration of case being carried out in Zimbabwe).

The period within which the winding up is expected to be completed: -

Uncertain.

3 Jun. 1992 Liquidator's Statement of Receipts and Payments

Assets: £1 331 225
Unsecured dt: £80 251

Total amount of the capital paid up at the date of the commencement of the winding up: -

Paid up in cash Zim\$ 700 000
Issued as paid up otherwise than for cash Zim\$ 601 773
All assets are to be realised by **H.E. Bloch & Company** – Zimbabwe
Liquidators. Assets to be realised are cash at bank.

Why the winding up can not yet be concluded: -

Assets not realised (Administration of case being carried out in Zimbabwe).

The period within which the winding up is expected to be completed: -

Uncertain.

9 Jul. 1992 Correspondence R.C. Arnowitz to Mr. E. Bloch

H. & E. Bloch & Company
P.O. Box 940, Bulawayo, Zimbabwe

"We enclose for your attention company tax return, Form ITA.22 (91), together with annexures, in respect of Bechuanaland Exploration Company P.L.C for the tax year ended 30 June 1992."

Signed: R.C. Arnowitz (Group Financial Accountant) (Glazer Bros.)

20 Jul. 1992 Correspondence B.E to Stirling / Slaven / Bloch

Directors:
S.L. Glazer
C.A. Jaffe
F.F. Slaven
J.A. Stirling

"I am in the course of bringing our company records up to date and would

appreciate you signing the enclosed Declaration of Trust and Share Transfer forms in connection with the 1 000 shares registered in your name.
Please return the two documents to P.O. Box 2382 Johannesburg 2000 once you have completed them both.
Kindest personal regards
Yours Sincerely
The Bechuanaland Exploration Company P.L.C
Signed: S.S. Faiga
Note: Slaven / Stirling 1 000 Shares registered; Bloch 50 shares registered

1 Feb. 1993	<u>Liquidator's Statement of Receipts and Payments</u>	
<u>Assets:</u>	£1 331 225	
<u>Unsecured dt:</u>	£80 251	
<u>Total amount of the capital paid up at the date of the commencement of the winding up: -</u>		
Paid up in cash		Zim\$ 700 000
Issued as paid up otherwise than for cash		Zim\$ 601 773
All assets are to be realised by H.E. Bloch & Company – Zimbabwe		
Liquidators. Assets to be realised are cash at bank.		
<u>Why the winding up can not yet be concluded: -</u>		
Assets not realised (Administration of case being carried out in Zimbabwe).		
<u>The period within which the winding up is expected to be completed: -</u>		
Uncertain.		
11 May 1993	<u>Liquidator's Statement of Receipts and Payments</u>	
<u>Assets:</u>	£1 331 225	
<u>Unsecured dt:</u>	£80 251	
<u>Total amount of the capital paid up at the date of the commencement of the winding up: -</u>		
Paid up in cash		Zim\$ 700 000
Issued as paid up otherwise than for cash		Zim\$ 601 773
All assets are to be realised by H.E. Bloch & Company – Zimbabwe		
Liquidators. Assets to be realised are cash at bank.		
<u>Why the winding up can not yet be concluded: -</u>		
Assets not realised (Administration of case being carried out in Zimbabwe).		
<u>The period within which the winding up is expected to be completed: -</u>		
Uncertain.		
16 Nov. 1993	<u>Liquidator's Statement of Receipts and Payments</u>	
<u>Assets:</u>	£1 331 225	
<u>Unsecured dt:</u>	£80 251	
<u>Total amount of the capital paid up at the date of the commencement of the winding up: -</u>		
Paid up in cash		Zim\$ 700 000
Issued as paid up otherwise than for cash		Zim\$ 601 773
All assets are to be realised by H.E. Bloch & Company – Zimbabwe		
Liquidators. Assets to be realised are cash at bank.		
<u>Why the winding up can not yet be concluded: -</u>		
Assets not realised (Administration of case being carried out in Zimbabwe).		
<u>The period within which the winding up is expected to be completed: -</u>		
Uncertain.		

18 Jun. 1994	<u>Liquidator's Statement of Receipts and Payments</u>		
<u>Realisations:</u>	09/03/94: Hertico Produce	Cash in Hand	£68 840.90
<u>Disbursements:</u>	21/03/94: Barclays Bank	Commission	£3.36
	20/04/94: Barclays Bank	Commission	£2.68
	Carried Forward		£6.04
<u>Assets:</u>	£1 331 225		
<u>Unsecured dt:</u>	£80 251		
	<u>Total amount of the capital paid up at the date of the commencement of the winding up: -</u>		
	Paid up in cash		Zim\$ 700 000
	Issued as paid up otherwise than for cash		Zim\$ 601 773
	All assets are to be realised by H.E. Bloch & Company – Zimbabwe Liquidators. Assets to be realised are cash at bank.		
	<u>Why the winding up can not yet be concluded: -</u>		
	Distribution of monies to Shareholders.		
	<u>The period within which the winding up is expected to be completed: -</u>		
	3 Months		

Special Note: First Tranche of the Glazer Will Trust to be distributed 5 July 1994.

14 Nov. 1994	<u>Liquidator's Statement of Receipts and Payments</u>		
<u>Realisations:</u>	Brought Forward		£68 840.90
	20/06/94: Barclays Bank	Net interest	£254.94
	26/09/94: Barclays Bank	Net interest	£370.85
	Carried Forward		£69 466.69
<u>Disbursements:</u>	Brought Forward		£6.04
	20/05/94: Barclays Bank	Commission	£2.00
	06/06/94: Levy Gee	Disbursements	£116.33
	20/06/94: Barclays Bank	Commission	£3.14
	20/07/94: Barclays Bank	Commission	£2.50
	22/08/94: Barclays Bank	Commission	£2.50
	20/09/94: Barclays Bank	Commission	£2.50
	20/10/94: Barclays Bank	Commission	£2.50
	Carried Forward		£137.51
<u>Assets:</u>	£1 331 225		
<u>Unsecured dt:</u>	£80 251		
	<u>Total amount of the capital paid up at the date of the commencement of the winding up: -</u>		
	Paid up in cash		Zim\$ 700 000
	Issued as paid up otherwise than for cash		Zim\$ 601 773
	All assets are to be realised by H.E. Bloch & Company – Zimbabwe Liquidators. Assets to be realised are cash at bank.		
	<u>Why the winding up can not yet be concluded: -</u>		
	Awaiting confirmation of Zimbabwean Tax Clearance.		
	<u>The period within which the winding up is expected to be completed: -</u>		
	Uncertain		

7 Nov. 1995	<u>Liquidator's Statement of Receipts and Payments</u>		
<u>Realisations:</u>			
Brought Forward			£69 681.45
15/05/95: Barclays Bank plc	Interest Gross	£6.90	
26/06/95: Barclays Bank plc	Interest n.tax	£147.52	
21/07/95: Barclays Bank plc	Interest Gross	£246.88	
23/08/95: Barclays Bank plc	Interest Gross	£278.94	
25/09/95: Barclays Bank	Interest Gross	£283.46	
25/10/95: Barclays Bank plc	Interest Gross	£261.85	
Carried Forward		£70 907.00	
<u>Disbursements:</u>	Brought Forward		£1 246.29
03/05/95:	DTI Chq. Fees	£0.65	
15/05/95: Barclays 20 Feb.	Bank Charges	£2.50	
15/05/95: Barclays 20 Mar.	Bank Charges	£2.50	
15/05/95: Barclays 20 Apr.	Bank Charges	£2.50	
22/05/95: Barclays Bank	Bank Charges	£3.14	
06/06/95: Levy Gee	Office Holders	£10 000	
06/06/95: Levy Gee	Vat receivable	£1 750	
06/06/95: Levy Gee	Expenses	£554.42	
06/06/95: Levy Gee	Vat receivable	£97.02	
16/06/95: Landau Morley	Acc. Fees	£1 500	
20/06/95: Barclays Bank plc	Bank Charges	£4.42	
20/07/95: Barclays Bank plc	Bank Charges	£3.78	
23/08/95: Morgan Bruce	Legal Fees (1)	£250	
23/08/95: Morgan Bruce	Vat receivable	£43.75	
31/10/95: DTI	Sec of state	£689.95	
Carried Forward		£16 150.92	
<u>Assets:</u>	£1 331 225		
<u>Unsecured dt:</u>	£80 251		
<u>Total amount of the capital paid up at the date of the commencement of the winding up: -</u>			
Paid up in cash		Zim\$ 700 000	
Issued as paid up otherwise than for cash		Zim\$ 601 773	
All assets are to be realised by H.E. Bloch & Company – Zimbabwe Liquidators. Assets to be realised are cash at bank.			
<u>Why the winding up can not yet be concluded: -</u>			
Awaiting UK & Zimbabwean Tax Clearance.			
<u>The period within which the winding up is expected to be completed: -</u>			
6 Months			
9 May 1996	<u>Liquidator's Statement of Receipts and Payments</u>		
<u>Assets:</u>	£1 331 225		
<u>Unsecured dt:</u>	£80 251		
<u>Total amount of the capital paid up at the date of the commencement of the winding up: -</u>			
Paid up in cash		Zim\$ 700 000	
Issued as paid up otherwise than for cash		Zim\$ 601 773	
All assets are to be realised by H.E. Bloch & Company – Zimbabwe Liquidators. Assets to be realised are cash at bank.			

Why the winding up can not yet be concluded: -

Awaiting UK & Zimbabwean Tax Clearance.

The period within which the winding up is expected to be completed: -

6 Months

29 Nov. 1996 Liquidator's Statement of Receipts and Payments

Assets: £1 331 225

Unsecured dt: £80 251

Total amount of the capital paid up at the date of the commencement of the winding up: -

Paid up in cash Zim\$ 700 000

Issued as paid up otherwise than for cash Zim\$ 601 773

The general description and estimated value of any outstanding assets: -

Zimbabwean investments, value uncertain at present

Why the winding up can not yet be concluded: -

Awaiting completion of work by liq. Zimbabwean agent

The period within which the winding up is expected to be completed: -

Uncertain.

15 May 1997 **Agreement with the Trustees of The Bernard Glazer Will Trust**

25 Jun. 1997 **'Family' Agreement with Sam Glazer**

13 Aug. 1997 **Regal Treasury Agreement**

21 May 1997 Liquidator's Statement of Receipts and Payments

Realisations: Brought Forward £72 307.83

01/04/97: D.T.I Treasury Bills Gains £763.36

Assets: £1 331 225

Unsecured dt: £80 251

Total amount of the capital paid up at the date of the commencement of the winding up: -

Paid up in cash Zim\$ 700 000

Issued as paid up otherwise than for cash Zim\$ 601 773

The general description and estimated value of any outstanding assets: -

None

Why the winding up can not yet be concluded: -

Awaiting completion of work by liq. Zimbabwean agent

The period within which the winding up is expected to be completed: -

Uncertain.

29 Nov. 1997 Liquidator's Statement of Receipts and Payments

Realisations: Brought Forward £73 072.34

01/10/97: D.T.I Treasury Bills Gains £779.77

Disbursements: Waterlow Inf. Services Company Seal £18.50

Assets: £1 331 225

Unsecured dt: £80 251

Total amount of the capital paid up at the date of the commencement of the winding up: -

Paid up in cash Zim\$ 700 000

Issued as paid up otherwise than for cash Zim\$ 601 773

The general description and estimated value of any outstanding assets: -

None

Why the winding up can not yet be concluded: -

Awaiting completion of work by liq. Zimbabwean agent

The period within which the winding up is expected to be completed: -
Uncertain.

5 May 1998	<u>Liquidator's Statement of Receipts and Payments</u>		
<u>Assets:</u>	£1 331 225		
<u>Unsecured dt:</u>	£80 251		
<u>Total amount of the capital paid up at the date of the commencement of the winding up: -</u>			
Paid up in cash			Zim\$ 700 000
Issued as paid up otherwise than for cash			Zim\$ 601 773
<u>The general description and estimated value of any outstanding assets: -</u>			
None			
<u>Why the winding up can not yet be concluded: -</u>			
Awaiting UK & Zimbabwean tax clearance.			
<u>The period within which the winding up is expected to be completed: -</u>			
Uncertain.			
24 Nov. 1998	<u>Liquidator's Statement of Receipts and Payments</u>		
<u>Realisations:</u>	Brought Forward		£73 852.14
	05/05/97: D.T.I	Treasury Bills Gains	£786.00
	01/10/98: D.T.I	Treasury Bills Gains	£800.99
<u>Assets:</u>	£1 331 225		
<u>Unsecured dt:</u>	£80 251		
<u>Total amount of the capital paid up at the date of the commencement of the winding up: -</u>			
Paid up in cash			Zim\$ 700 000
Issued as paid up otherwise than for cash			Zim\$ 601 773
<u>The general description and estimated value of any outstanding assets: -</u>			
None			
<u>Why the winding up can not yet be concluded: -</u>			
Completion of Zimbabwean Tax Affairs			
<u>The period within which the winding up is expected to be completed: -</u>			
Uncertain.			
6 May 1999	<u>Liquidator's Statement of Receipts and Payments</u>		
<u>Realisations:</u>	Brought Forward		£75 439.17
	01/04/99: D.T.I	Treasury Bills Gains	£807.67
<u>Assets:</u>	£1 331 225		
<u>Unsecured dt:</u>	£80 251		
<u>Total amount of the capital paid up at the date of the commencement of the winding up: -</u>			
Paid up in cash			Zim\$ 700 000
Issued as paid up otherwise than for cash			Zim\$ 601 773
<u>The general description and estimated value of any outstanding assets: -</u>			
None			
<u>Why the winding up can not yet be concluded: -</u>			
Completion of Zimbabwean Tax Affairs			
<u>The period within which the winding up is expected to be completed: -</u>			
Uncertain.			

23 Nov. 1999	<u>Liquidator's Statement of Receipts and Payments</u>		
<u>Realisations:</u>	Brought Forward		£76 246.84
	17/08/99: Tati Co. Ltd.	Freehold Land & Prop.	£0.08
	01/10/98: D.T.I	DTI interest net	£823.31
<u>Assets:</u>	£1 331 225		
<u>Unsecured dt:</u>	£80 251		
	<u>Total amount of the capital paid up at the date of the commencement of the winding up: -</u>		
	Paid up in cash		Zim\$ 700 000
	Issued as paid up otherwise than for cash		Zim\$ 601 773
	<u>The general description and estimated value of any outstanding assets: -</u>		
	None		
	<u>Why the winding up can not yet be concluded: -</u>		
	Completion of Zimbabwean Tax Affairs		
	<u>The period within which the winding up is expected to be completed: -</u>		
	Uncertain.		
24 May 2000	<u>Liquidator's Statement of Receipts and Payments</u>		
<u>Unsecured dt:</u>	£80 251		
	<u>Total amount of the capital paid up at the date of the commencement of the winding up: -</u>		
	Paid up in cash		Zim\$ 700 000
	Issued as paid up otherwise than for cash		Zim\$ 601 773
	<u>The general description and estimated value of any outstanding assets: -</u>		
	None		
	<u>Why the winding up can not yet be concluded: -</u>		
	Completion of Zimbabwean Tax Affairs		
	<u>The period within which the winding up is expected to be completed: -</u>		
	Uncertain.		
15 Nov. 2000	<u>Liquidator's Statement of Receipts and Payments</u>		
<u>Realisations:</u>	Brought Forward		£77 070.23
	07/06/00: D.T.I	Treasury Bills Gains	£832.44
	12/10/00: D.T.I	Treasury Bills Gains	£843.95
<u>Assets:</u>	£1 331 225		
<u>Unsecured dt:</u>	£80 251		
	<u>Total amount of the capital paid up at the date of the commencement of the winding up: -</u>		
	Paid up in cash		Zim\$ 700 000
	Issued as paid up otherwise than for cash		Zim\$ 601 773
	<u>The general description and estimated value of any outstanding assets: -</u>		
	None		
	<u>Why the winding up can not yet be concluded: -</u>		
	Completion of Zimbabwean Tax Affairs		
	<u>The period within which the winding up is expected to be completed: -</u>		

Uncertain.

10 May 2001	<u>Liquidator's Statement of Receipts and Payments</u>		
<u>Realisations:</u>	Brought Forward		£78 746.62
	01/04/01: D.T.I	Treasury Bills Gains	£853.27
<u>Assets:</u>	£1 331 225		
<u>Unsecured dt:</u>	£80 251		
	<u>Total amount of the capital paid up at the date of the commencement of the winding up: -</u>		
	Paid up in cash		Zim\$ 700 000
	Issued as paid up otherwise than for cash		Zim\$ 601 773
	<u>The general description and estimated value of any outstanding assets: -</u>		
	None		
	<u>Why the winding up can not yet be concluded: -</u>		
	Completion of Zimbabwean Tax Affairs		
	<u>The period within which the winding up is expected to be completed: -</u>		
	Uncertain.		
22 Nov. 2001	<u>Liquidator's Statement of Receipts and Payments</u>		
<u>Realisations:</u>	Brought Forward		£79 599.89
	01/10/01: D.T.I	Treasury Bills Gains	£869.79
<u>Assets:</u>	£1 331 225		
<u>Unsecured dt:</u>	£80 251		
	<u>Total amount of the capital paid up at the date of the commencement of the winding up: -</u>		
	Paid up in cash		Zim\$ 700 000
	Issued as paid up otherwise than for cash		Zim\$ 601 773
	<u>The general description and estimated value of any outstanding assets: -</u>		
	None		
	<u>Why the winding up can not yet be concluded: -</u>		
	Completion of Zimbabwean Tax Affairs		
	<u>The period within which the winding up is expected to be completed: -</u>		
	Uncertain.		
8 May 2002	<u>Liquidator's Statement of Receipts and Payments</u>		
<u>Realisations:</u>	Brought Forward		£80 469.68
	13/11/01: D.T.I	Treasury Bills Gains	£743.94
<u>Assets:</u>	£1 331 225		
<u>Unsecured dt:</u>	£80 251		
	<u>Total amount of the capital paid up at the date of the commencement of the winding up: -</u>		
	Paid up in cash		Zim\$ 700 000
	Issued as paid up otherwise than for cash		Zim\$ 601 773
	<u>The general description and estimated value of any outstanding assets: -</u>		
	None		
	<u>Why the winding up can not yet be concluded: -</u>		

Completion of Zimbabwean Tax Affairs

The period within which the winding up is expected to be completed: -
Uncertain.

Bio. 1

Who's Who 1960

Charles Maurice Elton Gifford

5th Baron, cr. 1824; Commander Royal Navy; Chairman and MD of Theatre Tickets and Messengers Ltd., and Ashton and Mitchell Ltd.; a director of E. Wood Ltd., and B.E.T. Omnibus Services; b. Boothby Pagnell, Lincolnshire, 4 March 1899; s. of late Lieut.-Col. Hon. Maurice R. Gifford, C.M.G; 4th s. of 2nd Baron and Marguerite Thorold (d. 1958); S. uncle 1937; m. 1939, Ellice Margaret, d. of late Arthur Wigram Alle, Merioola, Woolabroa, Sydney, Australia; one s. Educ.: St. David's School, Reigate; Royal Naval Colleges, Osborne and Dartmouth. Served European war at sea, Midshipman and Sub. Lieut., 1914-18; H.M.S. London, Mediterranean, Gallipoli Landing, Italy; H.M.S. Repulse, North Sea; various destroyers North Sea and Baltic, Russia, 1919; transferred to Royal Air Force, 1923, as Flight Lieutenant and served until 1930; went to Australia as A.D.C. to Governor of N.S.W., 1930; Organising Secretary of Royal Prince Alfred Hospital, Sydney, N.S.W., 1935-36; returned to England, 1936; returned to active list for War of 1939-45 (despatches for Service in N. African Waters, 1942). Recreations: shooting, golf, tennis, etc. Heir: s. Hon. Anthony Maurice Gifford [b. 1 May 1940. Educ.: Winchester; Kings College, Cambridge (scholar)]. Address: 100 St. Martin's Lane, W.C. 2. T.A.: Opponents Lesquare London; Mackenzies, Tilford, nr. Farnham, Surrey; 1 Barton Street, S.W. 1 Clubs: **Boodle's**, Garrick; Union (Sydney).

Bio. 2

Who's Who of Southern Africa 1980

Nathan Werksman

Solicitor; Dir. Of Coys.; Dir. **Anglo African Shipping Co. Ltd.**, Burlington Hosiery Mills (S.A) Ltd., Bromain Holdings Ltd., Greatermans Stores Ltd., Gresham Indus. Ltd., Saficon Invest. Ltd., Lennings Holdings (Pty) Ltd., National Amalgamated Packaging Ltd., Plate Glass and Shatterprufe Indus. Ltd., Playtex Africa (Pty) Ltd., Saker's Finance & Invest. Corp. Ltd., Safnit Mills Ltd., Weil & Asheim Ltd., Benoni Engineering Works & Steel Foundry (Pty) Ltd., Bankbeheerkorporasie van S.A. Bpk., **Central Merchant Bank Ltd.**, etc. Educ.: Govt.Sch. and Sch. Of Mines. S.o.I. Harris Werksman. M. 23 Nov. 1923 Pauline Werksman. 1 s. Clubs: Houghton and Killarney. Rec.: Bowls, Add.: 11 Rutland Rd. Parkwood, Jhb and P.O. Box 927 Jhb.

Anglo African Shipping Company Limited

Enterprise number (S.A):	1950/000390/10
Registration date:	20/10/1950
Enterprise Type:	External Company
Enterprise Status:	In Business
Classification:	Private Households, extraterritorial organisations, representatives of foreign governments and other activities not adequately defined.
Physical Address:	3 rd Floor, Trade & Industry House, 22 Wellington Road, 2193
Postal Address:	Box 1414, Johannesburg, 2000

Central Merchant Bank

Enterprise number (S.A): 1955/001742/06
Registration date: 15/06/1955
Enterprise Type: Public Company
Enterprise Status: In Business
Classification: Private Households, extritorial organisations, representatives of foreign governments and other activities not adequately defined.
Physical Address: 3rd Floor, Absa Towers (East), 170 Main Street, Johannesburg
Postal Address: Box 5438, Johannesburg