

## Chapter 20:08

PREVIOUS CHAPTER**HIPPO VALLEY AGREEMENT ACT**

Act 94/1964.

[Repealed by Section 8 of the Land Acquisition Amendment Act 1 of 2004 with effect from the 12th March, 2004 - published below. "The principal Act" refers to the Land Acquisition Act Chapter 20:10.- Editor.]

(1) The Hippo Valley Agreement Act [Cap. 20:08] (hereafter in this section referred to as "the repealed Act") is repealed.

(2) Notwithstanding any condition contained in any agreement of lease, or sale or other disposition between the Hippo Valley Estates Limited or its successors in title and any person in respect of land transferred to it or under its control in terms of the agreement set out in the Schedule to the repealed Act, or contained in any title deed in respect of such land, the State may, in terms of the principal Act, compulsorily acquire as agricultural land required for resettlement purposes any such land.

(3) Any word or expression to which a meaning has been assigned in any provision of the principal Act shall have the same meaning when used in subsection (2).

[The full text of "the repealed Act" is retained in this Publication, as on the 15th March 2004, notwithstanding its repeal, a Statutory Instrument 61B appeared in an Extraordinary Gazette assigning the administration of this Act – among others - to the new Minister of Special Affairs in the President's Office responsible for Lands, Land Reform and Resettlement, The Hon. J.L. Nkomo. – Editor.]

## ARRANGEMENT OF SECTIONS

## Section

1. Short title.
  2. Confirmation of Agreement.
  3. Powers conferred on Minister.
- SCHEDULE Hippo Valley Agreement.

AN ACT to confirm and give effect to an agreement between the Government and Hippo Valley Estates Limited; and to provide for matters incidental thereto.

[Date of commencement: 15th January, 1965.]

## 1 Short title

This Act may be cited as the Hippo Valley Agreement Act [Chapter 20:08].

## 2 Confirmation of Agreement

The agreement between the Government and Hippo Valley Estates Limited (hereinafter called the Agreement) which was signed on the 17th November, 1964, and which is set out in the Schedule (excluding the plan annexed to the Agreement), is hereby ratified and confirmed notwithstanding anything contained in the Rural Land Act, 1963 (No. 47 of 1963) or any other enactment.

## 3 Powers conferred on Minister

Notwithstanding anything contained in any enactment, the Minister to whom the administration of the Rural Land Act [Chapter 20:18] is for the time being assigned may do all such things as may appear to him to be necessary for giving full and complete effect to the Agreement.

## SCHEDULE (Section 2)

## HIPPO VALLEY AGREEMENT

MEMORANDUM OF AN AGREEMENT made and entered into by and between

PHILIP VAN HEERDEN

in his capacity as the Minister of Water Development and in such capacity representing the Government of Southern Rhodesia

(hereinafter referred to as “the Government”) of the one part, and

HIPPO VALLEY ESTATES LIMITED

a public company incorporated and registered with limited liability according to the laws of Southern Rhodesia and represented herein by

RAYMOND OSBORNE STOCKIL, K.B.E.

(hereinafter referred to as “the Company”) of the other part.

WITNESSETH:

WHEREAS the Government and the Company did on the 1st July, 1956, enter into a written Agreement with respect to a certain piece of land situate in the District of Ndanga in extent SEVENTY THOUSAND EIGHT HUNDRED AND SEVENTY-TWO (70 872) morgen, more or less, which said piece of land was divided into the North and South Block (the North Block being marked approximately on the Plan annexed thereto);

AND WHEREAS the said Agreement was ratified and confirmed by the Hippo Valley Agreement Act, 1957, of the Legislature of Southern Rhodesia (this Agreement is hereinafter referred to as “the 1957 Agreement”);

AND WHEREAS the 1957 Agreement was replaced by another written Agreement entered into on the 6th August, 1958, between the same parties (hereinafter referred to as “the 1958 Agreement”) in order to enable the Company, inter alia, to acquire title to the South Block, to extend the nature of the farming operations to be carried on upon the South Block and in order also, using water from the Mtilikwe River if and when it became available, to enable experiments and investigations to be carried out on or in relation to the North Block with the object of determining the practicability and economics of conducting farming operations on the North Block and of establishing a scheme for the development and settlement of the North Block;

AND WHEREAS the 1958 Agreement was ratified and confirmed by the Hippo Valley Agreement Act, 1958, of the Legislature of Southern Rhodesia;

AND WHEREAS the 1958 Agreement was replaced by another written Agreement entered into on the 24th day of February, 1960, between the same parties (hereinafter referred to as “the 1960 Agreement”) in order to enable the Company to carry out the purposes of the 1958 Agreement and in addition to purchase the area of land referred to in the 1960 Agreement as the Remainder of North Block so as to enable the Company to grant security for development facilities;

AND WHEREAS the 1960 Agreement was ratified and confirmed by the Hippo Valley Agreement Act, 1960, of the Legislature of Southern Rhodesia;

AND WHEREAS the 1960 Agreement was amended by another written Agreement entered into in February, 1963, between the same parties (hereinafter referred to as “the 1963 Agreement”) in order to extend the period of lease of the two Settlement Blocks on the North Block;

AND WHEREAS the 1963 Agreement was ratified and confirmed by the Hippo Valley Agreement Amendment Act, 1963, of the Legislature of Southern Rhodesia;

AND WHEREAS the Government constructed the Kyle and Bangala Dams on the Mtilikwe River and thus made a supply of water available to the Company on North Block;

AND WHEREAS as a result of the experiments and investigations carried out on and in relation to North Block and as a result of the Pilot Settlement Scheme established on North Block in 1961 the Government and the Company are satisfied and agreed that it is practicable and economic to carry on farming operations on North Block including the Settlement Blocks,

AND WHEREAS the Government and the Company have agreed to amend the 1960 Agreement in various respects including—

- (a) the substitution of the four Settlement Blocks shown on the Plan hereto annexed for the two Settlement Blocks described in the 1960 Agreement; and
- (b) the water supply for the Land Settlement Scheme;

AND WHEREAS the Government and the Company have agreed to replace the 1960 and the 1963 Agreements with another written Agreement to be known as “the 1964 Agreement”, being this Agreement.

NOW THEREFORE THESE PRESENTS WITNESSETH

THAT the parties hereto have entered into and concluded the following Agreement, that is to say:

Definitions

1. In this Agreement, unless inconsistent with the text:

(a) “Hippo Valley North” means the area of land referred to as the Remainder of North Block in the 1960 Agreement and as Hippo Valley North in Deed of Grant No. 19406.

(b) “Irrigable land” means such land on Hippo Valley North or the Settlement Blocks as the Director of Water Development, after consultation with the Company, considers to be suitable for irrigation from the Company’s water allocation derived from Kyle and Bangala Irrigation Works having regard to the water available for irrigation at a reasonable cost and to the crops to be grown on such land; and in this latter connexion the Director of Water Development shall be guided by the principle that one cusec of water is sufficient to irrigate 100 acres of land under sugar cane per annum, that is to say the water duty for sugar cane is 100 acres per cusec for the purposes of this Agreement. The words “non-irrigable land” shall mean and include all land other than irrigable land.

(c) “Land Settlement Scheme” means a scheme prepared by the Company and approved by the Government for the settlement and establishment of Planters upon the four Settlement Blocks for the purpose of undertaking farming operations.

(d) “Pilot Settlement Scheme” means the Pilot Settlement Scheme established by the Company in terms of the 1960 Agreement whereunder in 1961 8 Pilot Planters were established on one of the two then Settlement Blocks in order to determine the economics and practicability of the Land Settlement Scheme.

(e) “Planters” means those persons, or their successors, established on the Settlement Blocks in terms of the Pilot and Land Settlement Schemes.

(f) “Settlement Blocks” means the four Settlement Blocks shown approximately on the Plan hereto annexed.

PART I

HIPPO VALLEY NORTH

Sale

2. The parties record that the Government has sold and the Company has purchased Hippo Valley North and that the Government has issued Crown Grant of Hippo Valley North in the name of the Company (Deed of Grant No. 19406).

Purchase Price

3. (a) The purchase price of Hippo Valley North shall be £286,425 in respect of 14321.25 acres of irrigable land calculated at the rate of £20 per acre and in addition thereto a sum calculated at the rate of 2/10d. per acre for non-irrigable land, which latter sum shall be payable in respect of Hippo Valley North after it has been reconstituted as a result of the substitution of Settlement Blocks in accordance with Clause 5 of this Agreement.

(b) The sum of £50,453. 9s. 2d. already paid by the Company to the

Government in respect of the sale of North Block shall be appropriated in part payment of the purchase price of Hippo Valley North and the balance of the purchase price shall be paid in 9 equal annual instalments payable annually on the 1st day of January in each year commencing on the 1st January, 1966.

(c) Interest on the said balance or any part thereof outstanding from time to time reckoned at the rate of FIVE PER CENTUM (5%) per annum shall be payable with each instalment and such interest shall be calculated from a date being thirty (30) days after the date on which the Company is notified by the Government of the exact amount of the purchase price.

(d) As security for payment of the balance of the purchase price of Hippo Valley North the Company shall, as it hereby does, cede, assign and make over to and in favour of the Government all its right, title and interest in and to the purchase prices payable by Planters in accordance with the provisions of Clauses 15 and 16 of this Agreement and in accordance with such Agreements as may be entered into between the Planters and the Company for the purchase of their holdings in the Settlement Blocks:

PROVIDED THAT Government shall not be entitled to require the Planters to make payment to it hereunder unless and until the Company is in default with the payment of an instalment of the purchase price of Hippo Valley North.

Conditions of Grant

4. The parties record that the provisions of Clause 22 of this Agreement have been incorporated in the Conditions of Grant of Hippo Valley North (Deed of Grant No. 19406) and that in addition the said Grant is subject to such conditions of title as are usual in and appropriate to Government Grants in respect of farming land. Moreover the issue of the said Grant is subject to the further condition that the Company shall grant such servitudes of passage for irrigation works and rights of way in respect of roads relating thereto as the Director of Water Development may consider necessary and such Deeds of Servitude:

(a) shall contain such terms and conditions as the Director of Water Development may deem to be fairly and reasonably necessary, including the right on the part of the Government, its agents, servants or contractors, with or without plant, vehicles, machinery and equipment, to enter upon Hippo Valley North to excavate thereon for and to remove such sand, gravel and other materials and to use such water from Government Irrigation Works as may be necessary for the construction, maintenance and repair of irrigation works and roadways on Hippo Valley North without payment of compensation:

PROVIDED ALWAYS THAT the parties shall agree upon the sites of quarries and excavations and the Company shall not unreasonably withhold its agreement thereto;

(b) shall contain such further terms and conditions governing canal crossings as the Company may reasonably require to be incorporated;

(c) shall be registered against the Title Deeds of the said land

## PART II

### SETTLEMENT BLOCKS — LAND SETTLEMENT SCHEME

#### Substitution of Settlement Blocks

5. (a) In order to give effect to the agreement between the Government and the Company to substitute the four Settlement Blocks on the Plan hereto annexed for the two Settlement Blocks described in the 1960 Agreement—as soon as possible after execution hereof the Government shall issue in the name of the Company a Crown Grant of that Settlement Block appearing in the Plan annexed to the 1960 Agreement being that piece of land described as the excluded figure C1, D1,

E1, F1, G1, H1, J1, K1, C1, on Diagram S.G. No. 3184/60 annexed to Deed of Grant No. 19406 upon the condition that the same shall be consolidated with Hippo Valley North, and upon the issue of the Crown Grant and consolidation aforesaid and in consideration thereof the Company shall apply for Certificates of Registered Title for the three (3) Settlement Blocks Numbers 1, 2 and 3 on the Plan annexed hereto and upon issue of the same shall surrender the said Certificates of Registered Title for cancellation in terms of the Land Occupation Conditions Act [Chapter 20:11].

(b) The boundaries and abutments of the Settlement Blocks shall be determined by agreement between the Company and the Secretary for Mines and Lands and failing agreement then as may be determined by the Minister of Mines and Lands.

(c) Survey of the Settlement Blocks shall be carried out by Surveyors appointed by the Government.

(d) Stamp duty and registration fees resulting from the issue in the name of the Company of the Crown Grant of the Settlement Block described in sub-Clause (a) of this Clause shall be borne by the Government and all other stamp duties, registration fees, survey charges and the Company's Attorneys' fees involved in giving effect to this Clause shall be borne by the Company.

#### Lease of Settlement Blocks

6. (a) The lease of the two Settlement Blocks entered into in terms of the 1960 Agreement is hereby cancelled with effect from the 30th June, 1964.

(b) The Government shall let and the Company shall hire the Settlement Blocks upon the terms and conditions in this Part contained.

#### Date of Commencement and Period of Lease

7. Notwithstanding the date hereof this Part of this Agreement shall be deemed to have commenced on the 1st day of July, 1964, and subject to the provisions of this Agreement hereinafter appearing, shall continue and endure thereafter indefinitely until terminated by the Government by notice in writing, such notice, however, not to be given before the 31st December, 1966.

#### Rent

8. (a) The rent shall be a sum equal to FOUR PER CENTUM (4%) of the value of the land which will be reckoned for this purpose at 2/10d. per acre, payable annually in arrear on the 1st day of July in each year.

(b) As and when title to any portion of the Settlement Blocks is given to any Planter the rent shall be abated pro tanto upon the basis of the value hereinbefore set forth.

#### Use of Land

9. During the period of this Lease and subject to the provisions of this Part of this Agreement the Settlement Blocks shall be used for the purposes of the Land Settlement Scheme, and may be used for experimental purposes connected therewith, for farming purposes, secondary industries related to farming or for such other purposes as the Government may from time to time in writing agree:

PROVIDED ALWAYS THAT the Company shall not do nor permit to be done anything which shall prejudice or interfere with the establishment or operation of the Land Settlement Scheme.

#### Entry and Inspection

10. The Government, by its representatives, agents, servants and contractors, shall at all times have the right to enter upon the Settlement Blocks for the purposes of inspection or for any purposes reasonably connected with the provisions of this Agreement or of the Land Settlement Scheme.

#### Conduct of Farming Operations

11. The Company shall carry out its operations on the Settlement Blocks, and be responsible for seeing that the operations on the Settlement Blocks are carried out, in a good and husbandmanlike manner having due regard to the fertility of the soil, and the prevention of soil erosion, and shall punctually and faithfully comply with all laws and regulations in relation to the use of the land.

#### Land Settlement Scheme

12. During the period of the Lease the Company shall—

(a) establish the Land Settlement Scheme on the Settlement Blocks with Planters selected by the Company:

PROVIDED THAT the Government and the Company will be responsible for the selection of such other persons as may be required to take the places of any Planters who for any reason are unable to continue to take part in the Scheme;

(b) be responsible for the entire conduct and management of the Land Settlement Scheme without cost to the Government;

(c) at all times—

(i) closely supervise and administer the Land Settlement Scheme generally;

(ii) maintain and cause the Planters to maintain such records—financial, technical, scientific, administrative or otherwise—as the Government may reasonably require;

(iii) furnish the Government with such records, data and reports dealing with the Land Settlement Scheme and containing such subject matter as the Government may from time to time require;

(iv) grant and secure that the Planters shall grant access to the servants and agents of the Government to the Settlement Blocks.

#### Water Supplies

13. (a) Subject to the availability of its allocation of water from the Kyle and Bangala dams under its agreement with the Government, the Company shall at all times make available for operations on the Settlement Blocks a quantity of water of not more than 1,086 acre feet (equivalent to a continuous rate of flow of 1.5 cusecs) for each holding upon which operations are being carried on from time to time and such quantity of water shall be measured at Esquilingwe Weir and shall be supplied upon such other terms and conditions as may be approved by the Government:

PROVIDED THAT the maximum quantity of water the Company shall be required to make available for the Settlement Blocks at any time shall not exceed 51,042 acre feet (equivalent to a continuous rate of flow of 70.5 cusecs).

(b) It is recorded that this quantity of water will comprise—

(i) 14,480 acre feet (equivalent to a continuous rate of flow of 20 cusecs) from the Company's allocation of 28,960 acre feet (equivalent to a continuous rate of flow of 40 cusecs) ranked third in the order of priority of allocations to all Consumers of water supplied from the Kyle Dam.

(ii) 1,810 acre feet (equivalent to a continuous rate of flow of 2½ cusecs) from the Company's allocation of 3,620 acre feet (equivalent to a continuous rate of flow of 5 cusecs) ranked fifth in the order of priority of allocations to all Consumers of water supplied from the Kyle Dam.

(iii) 34,752 acre feet (equivalent to a continuous rate of flow of 48 cusecs) from the Company's allocation of 69,504 acre feet (equivalent to a continuous rate of flow of 96 cusecs) ranked first in the order of priority of allocations to all consumers of water supplied from Bangala Dam:

PROVIDED THAT if in any one year for any reason the Government is unable to supply the Company with its allocations of water as set out in paragraphs (i), (ii) and (iii) above under its Agreement with the Government, then in respect of such year the allocation of the Company under its said Agreement with the Government and the allocations of the Planters hereunder and under their Agreements with the Company shall be reduced pro rata.

#### Matters to be Included in Land Settlement Scheme

14. The Land Settlement Scheme shall contain provision, inter alia, for—
- (a) the number of Planters;
  - (b) housing, educational, medical and financial facilities for the Planters;
  - (c) the situation and extent of the whole Land Settlement Scheme and the size and locality of the holdings for the individual Planters;
  - (d) the basic agricultural activities for the Planters including the crops to be grown by the Planters. In this connexion the Company may, subject to the approval of the Government, prescribe the minimum areas to be devoted to crops by each Planter and the nature of the crops;
  - (e) the basis, terms and conditions upon which the Planters will secure occupation or ownership of the holding or both from the Government;
  - (f) the handling and marketing of the Planters' main products.

AND the Land Settlement Scheme may contain provision for the processing of products and such further or other matters as are reasonably considered by the Government to be material or incidental to the Land Settlement Scheme:

PROVIDED ALWAYS THAT in considering and formulating the Land Settlement Scheme the Government and the Company shall pay due regard to the results, data and findings of the aforesaid experiments and investigations and to the Pilot Settlement Scheme.

#### Undertakings on Approval of Land Settlement Scheme

15. (a) Upon final approval of the Land Settlement Scheme by the Government the Company shall forthwith proceed to establish and thereafter administer the Land Settlement Scheme without cost to the Government.

(b) Thereafter and in accordance with the Land Settlement Scheme the Government shall in due course sell and grant title to holdings to Planters approved by the Government under the Scheme for a price and upon such terms and conditions as may be determined by the Company and approved by the Government, having due regard to the amount expended by the Company on the development of the Planters' holdings (in which connexion the Company shall also be entitled to allocate to the holdings the amount expended by the Company on development of the Settlement Blocks generally), such amount to be assessed and certified by the Company's Auditors in respect of each holding thus sold.

#### Sharing of Proceeds from Sale of Holdings

16. The proceeds derived from the sale of holdings by the Government to Planters shall be appropriated immediately after payment as follows: firstly, in paying to the Government the sum of Twenty Pounds (£20.0.0.) per acre for irrigable and 2/10d. per acre for non-irrigable land; secondly, in reimbursing the Company the amount expended by it on the development of the holdings as assessed and certified by the Company's Auditors in accordance with the provisions of Clause 15 (b); thirdly, any balance remaining shall be shared equally between the Company and the Government.

#### Resumption of Land by Government in Certain Circumstances

17. If—

- (a) the Company fails to secure the Government's approval to the Land Settlement Scheme; or
- (b) within three years from date of approval of the Land Settlement Scheme the Company fails to establish the Scheme to the satisfaction of the Government.

THEN the Government may cancel the lease to the Company of the Settlement Blocks and resume possession of the Settlement Blocks or any portion thereof and the Government shall be entitled to take over such of the buildings and improvements constructed thereon or made thereto by the Company as it shall by notice in writing to the Company elect at a price to be agreed and, failing agreement, at a price to be fixed by valuation, the Company and the Government each appointing a valuator and the valuator, if they are unable to agree, appointing an umpire whose decision shall be final. The Company shall demolish and remove any such buildings and improvements not so taken over within NINETY (90) days of the said date of termination and make good any damage caused by such demolition and removal. Failing such demolition and removal the said buildings and improvements shall be and become the property of the Government without compensation to the Company.

Event: Company Unable to Proceed with Land Settlement Scheme

18. If after approval of the Land Settlement Scheme the Government, exercising an absolute discretion, is satisfied that for reasons beyond the Company's control the Company is unable to embark upon or proceed with the Scheme then the Company shall have the option to purchase the Settlement Blocks or such portion as may then remain unsold by the Government on the terms and conditions outlined in Clause 19 hereof.

Event: Option to Purchase by the Company

19. If in accordance with Clause 18, the Company has the option to purchase the Settlement Blocks or any portion of such Blocks, the following terms and conditions shall apply—

- (a) the option to purchase shall be exercised by the Company in writing within six (6) weeks of its accruing to the company;
- (b) the purchase price shall be Twenty Pounds (£20.0.0.) per acre for the irrigable land and 2/10d. per acre for non-irrigable land;
- (c) all grants of land to the Company shall be subject to the provisions of Clause 22 of this Agreement and to such conditions of title as may be usual in and appropriate to Government Grants in respect of farming lands and shall be effected at the cost of the Company which shall bear all costs of survey, stamp duty and conveyancing charges;
- (d) payment of the purchase price shall be effected in cash against issue of Crown Grant;
- (e) vacant possession of, and the risk or profit in, the land shall pass on issue of Crown Grant;
- (f) subject to the laws of Southern Rhodesia and to the conditions of grant the Company shall be entitled to use the land for any purpose;
- (g) where appropriate in the opinion of the Government. the Company shall grant the Government free of charge such servitudes of passage for irrigation works and rights of way in respect of roads relating thereto as the Director of Water Development may consider necessary and such Deeds of Servitude—
- (i) shall contain such terms and conditions as the Director of Water Development may deem to be fair and reasonably necessary, including the right on



the part of the Government, its agents, servants or contractors, with or without plant, vehicles, machinery and equipment to enter upon the Settlement Blocks and to excavate thereon for, and to remove, such sand, gravel and other materials and to use such water from Government Irrigation Works as may be necessary for the construction, maintenance and repair of the irrigation works and roadways on the Settlement Blocks—all without payment of compensation:

PROVIDED ALWAYS that the parties shall agree the sites of quarries and excavations and the Company shall not unreasonably withhold its consent;

(ii) shall contain such further terms and conditions governing canal crossings as the Company shall reasonably require to be incorporated;

(iii) shall be registered against the Title Deeds of the Settlement Blocks, or any portion thereof.

Breach of this Part by Company

20. Should the Company commit a breach of any of the terms and conditions of this Part of this Agreement, or of the terms and conditions of the Land Settlement Scheme, and fail to remedy such breach within THREE (3) months of being notified in writing of such breach, the Government shall have the right to cancel this Agreement and retake possession of the Settlement Blocks or any portion thereof without prejudice to any claim it may have for damages for breach of contract or otherwise.

PART III

MISCELLANEOUS MATTERS

Government's Share of Profits from Sales of Land by Company within Fixed Period

21. (a) If any portion of the land comprising Hippo Valley North, reconstituted as a result of the substitution of Settlement Blocks in accordance with Clause 5 of this Agreement, is resold or otherwise disposed of by the Company to any person within a period of TWENTY (20) years from the date of grant of such portion to the Company then the Company shall pay the Government one-half of the net surplus realized by the Company upon such resale or resales during each financial year of the Company, such net surplus to be assessed and certified by the Company's Auditors and to be the net surplus as if it were assessed for taxation purposes before deduction of the said one-half share.

(b) Such additional sums shall be paid to the Government by the Company forthwith upon each such assessment and certification by the Company's Auditors.

Resumption of Land for Public Purposes

22. (a) The Government shall have the right at any time to resume possession of any land let or sold in accordance with the provisions of this Agreement, whether to the Company or Planters under the Land Settlement Scheme, if such land be required in the opinion of the Government for public use by the Government or for use by a section of the public, or for or in connexion with the laying out or establishment of any Township, or for the construction of any road, railway or bridge, or for or in connexion with the conservation or improvement of natural resources, and if the Government shall decide to exercise its rights, it shall pay such compensation for the land as may be mutually agreed upon, or failing such mutual agreement, as may be determined by valuation, the Company and the Government each appointing a valuator and the valuator if they are unable to agree, appointing an umpire whose decision shall be final.

(b) Nothing in this Clause contained shall be construed as derogating from any rights of the Company to establish a Township if it wishes to do so in

accordance with the laws of Southern Rhodesia.

(c) The Company shall ensure in respect of the land transferred to it or under its control in terms of this Agreement that the provisions of sub-Clause (a) of this Clause shall be included in any Agreement between it and any person whether for the lease, sale or other disposition thereof, or any portion thereof, and also in any Title Deed issued in respect thereof.

Cession or Assignment of Rights under this Agreement

23. The Company shall not cede or assign all or any of its rights or obligations under this Agreement without the consent in writing of the Government first had and obtained.

Discretion as to Certain Matters to be Exercised Reasonably

24. Save as provided in Clause 18, any discretion vested in the Government, the Director of Water Development, the Minister of Mines and Lands, the Secretary for Mines and Lands or the Company whether for a decision, determination, approval, satisfaction, agreement or opinion, shall be exercised reasonably.

Manner of Giving Notices

25. All notices required to be given as herein provided shall be sent by registered letter post—

To the Company at P.O. Box 1108, Salisbury, Southern Rhodesia;

To the Government at P.O. Box 8054, Causeway, Salisbury or to such other address in Southern Rhodesia as either party may notify the other in writing from time to time.

Interpretation

26. The captions to the Parts and Clauses of this Agreement shall not affect or be taken into account in interpreting the Parts or Clauses of this Agreement to which they refer.

This Agreement Subject to Approval of Parliament

27. This Agreement shall be subject to the approval of the Legislature of Southern Rhodesia and shall not be operative until such approval is obtained. When such approval is obtained this Agreement shall replace the 1960 Agreement and the 1963 Agreement as contained in the Hippo Valley Agreement Act [Chapter 20:08].

THUS DONE AND SIGNED by the Government at SALISBURY on this the 17th day of November, 1964, in the presence of the subscribing witnesses.

As WITNESSES:

1. J. L. REID.

2. G. CAREY-SMITH.

P. VAN HEERDEN

For: THE GOVERNMENT OF SOUTHERN RHODESIA.

THUS DONE AND SIGNED by the Company at SALISBURY on this the 17th day of November, 1964, in the presence of the subscribing witnesses.

As WITNESSES:

1. J. L. REID.

2. G. CAREY-SMITH.

R. O. STOCKIL

For: HIPPO VALLEY ESTATES LIMITED.

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