

Zimbabwe

Iron and Steel Industry Act

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Zimbabwe**Iron and Steel Industry Act****Chapter 14:11****Commenced on 17 July 1942***[Up to date as at 31 December 2016]**[Note: This version of the Act was revised and consolidated by the Law Development Commission of Zimbabwe]*

AN ACT to establish the Rhodesian Iron and Steel Commission and to prescribe its powers; to authorize and to confirm and give effect to certain agreements to which the State is a party.

1. Short title

This Act may be cited as the Iron and Steel Industry Act *[Chapter 14:11]*.

2. Interpretation

In this Act—

“Agreements” means the agreements set out in the Schedules;

“Commission” means the Commission established under this Act;

“Disposals Agreement” means the agreement referred to in paragraph (b) of section six;

“Main Agreement” means the agreement referred to in paragraph (a) of section six;

“Minister” means the Minister of Industry and Commerce or any other Minister to whom the President may from time to time assign the administration of this Act.

3. Establishment of Commission

- (1) Upon the 24th July, 1942, there shall be established a commission, under the name of the Rhodesian Iron and Steel Commission, which shall be a body corporate capable of suing and being sued in its corporate name and with power, subject to this Act, to do all such acts and things as a body corporate may do by law and as are necessary for, or incidental to, the carrying out of its objects and powers as set forth in this Act.
- (2) With effect from the 18th December, 1983, the Commission shall be known as the Zimbabwe Iron and Steel Commission.

4. Constitution of Commission and terms of office of members

- (1) The Commission shall consist of a chairman and two members, all of whom shall be chosen by the Minister.
- (2) The chairman and members of the Commission shall hold office at the Minister’s pleasure. The chairman may be paid out of the funds of the Commission such salary, remuneration and allowances as the Minister may from time to time determine. The other members of the Commission shall be persons who are members of the Public Service.

5. Object and powers of Commission

- (1) The Commission is hereby authorized to enter into and sign the Disposals Agreement, and the object of the Commission shall be to carry out its undertakings under the Disposals Agreement and generally to do

all such things as may be necessary under such Agreement.

- (2) Subject to the general or specific directions of the Minister, the Commission shall have power to do all such acts and things as may be necessary under or pursuant to the terms of such Agreement.
- (3) Subject to the general or specific directions of the Minister, the Commission may—
 - (a) dispose of or otherwise deal with the assets of the Commission;
 - (b) apply its revenues to—
 - (i) the redemption of loans and the payment of interest;
 - (ii) the general development of the Redcliff Township and of any other property owned by or otherwise held by the Commission, including the re-survey of any land so owned and the alteration of the conditions of title thereto;
 - (iii) any other purpose approved by the Minister.
- (4) The Commission may undertake, on such terms and conditions as the Minister may determine, to guarantee the repayment of an advance made by a building society registered under the Building Societies Act [Chapter 24:02] to the Rhodesian Iron and Steel Company Limited (formerly known as the Rhodesian Iron and Steel Company (Private) Limited) or any employee thereof on the security of a mortgage or cession. Any sum required for the fulfilment of any guarantee given by the Commission in terms of this subsection shall be paid out of the moneys of the Commission.
- (5) Subject to the approval of the Minister, the Commission may sell and transfer residential sites and residences in the Redcliff Township to employees of the said Company and to other persons.

6. Agreements scheduled

The following Agreements are set out in Schedule A—

- (a) an Agreement between—
 - (i) the Government; and
 - (ii) The Lancashire Steel Corporation Limited; and
 - (iii) Stewarts and Lloyds Limited; and
 - (iv) The Messina (Transvaal) Development Company Limited; and
 - (v) Anglo American Corporation of South Africa Limited; and
 - (vi) The British South Africa Company; and
 - (vii) Rhodesian Selection Trust Limited; and
 - (viii) The Rhodesian Iron and Steel Company (Private) Limited; and
 - (ix) Tanganyika Concessions Limited;
- (b) a draft Agreement between—
 - (i) the Commission; and
 - (ii) The Rhodesian Iron and Steel Company (Private) Limited; and
 - (iii) the Government;
- (c) a draft Agreement (excluding the Plan Number BKB-3 dated the 9th February, 1957, which is referred to in paragraph (c) of Clause 1 thereof and annexed thereto) between—
 - (i) The Messina (Transvaal) Development Company Limited; and

- (ii) The Rhodesian Iron and Steel Company (Private) Limited.

7. Confirmation of Main Agreement

The Main Agreement is hereby ratified and confirmed and the several undertakings and guarantees given by the Government under that Agreement are hereby ratified and confirmed.

8. Government and Commission authorized to enter into Disposals Agreement

The Government and the Commission are hereby authorized to enter into the Disposals Agreement with The Rhodesian Iron and Steel Company (Private) Limited, and the Minister and the Commission may do all such things as may appear to the Minister to be necessary for giving full and complete effect to such Agreement.

9. Confirmation of Agreement set out in Schedule B

The Agreement set out in Schedule B and the several undertakings and guarantees given by the Government under that Agreement are hereby ratified and confirmed.

10. Confirmation of certain sales

The sale by the Commission of certain residential sites and residences in the Redcliff Township to persons other than employees of the Rhodesian Iron and Steel Company Limited (formerly known as the Rhodesian Iron and Steel Company (Private) Limited) before the 18th September, 1959, is hereby confirmed.

11. Confirmation of Agreement set out in Schedule C

The Agreement set out in Schedule C and the several undertakings and guarantees given by the Government under that Agreement are hereby ratified and confirmed.

12. Confirmation of Agreement set out in Schedule D

The Agreement set out in Schedule D and the several undertakings and guarantees given by the Government under that Agreement are hereby ratified and confirmed.

13. Amendment of agreements

Notwithstanding anything to the contrary contained in this Act or in the Agreements, the Minister may—

- (a) agree on behalf of the State to add to or amend the Agreements; and
- (b) do all such things as may appear to him to be necessary for giving full and complete effect to the Agreements as so added to or amended;

and the Agreements as so added to or amended shall have full force and effect and be fully binding on the State without ratification or confirmation by Act of Parliament.

Schedule A (Section 6)

MEMORANDUM OF AGREEMENT between the Government of the Colony of Southern Rhodesia and The Lancashire Steel Corporation Limited and Stewarts and Lloyds Limited and Others, dated 28th February, 1957. AN AGREEMENT made the 28th February, 1957, BETWEEN THE GOVERNMENT OF THE COLONY OF SOUTHERN RHODESIA acting herein by GEOFFREY ELLMAN BROWN in his capacity as Minister in charge of the Rhodesian Iron and Steel Commission (hereinafter called "SRG") of the first part THE LANCASHIRE STEEL CORPORATION LIMITED a company incorporated in England whose registered office is at Bewsey Road Warrington England (hereinafter called "LSC") represented herein by PHILIP EVERETT HOLLOWAY he being duly authorized thereto of the second part STEWARTS AND LLOYDS LIMITED a company incorporated in

Scotland whose registered office is at 41 Oswald Street Glasgow C.1. Scotland (hereinafter called "S & L") represented herein by JOHN ROBERT MENZIES-WILSON he being duly authorized thereto of the third part THE MESSINA (TRANSVAAL) DEVELOPMENT COMPANY LIMITED a company incorporated in the Union of South Africa whose registered office is at Messina Northern Transvaal (hereinafter called "MESSINA") represented herein by HAROLD FRANCIS PASCOE GRENFELL he being duly authorized thereto of the fourth part ANGLO AMERICAN CORPORATION OF SOUTH AFRICA LIMITED a company incorporated in the Union of South Africa whose registered office is at 44 Main Street Johannesburg Transvaal (hereinafter called "ANGLO AMERICAN") represented herein by KEITH COURTNEY ACUTT he being duly authorized thereto of the fifth part THE BRITISH SOUTH AFRICA COMPANY a company incorporated in England by Royal Charter whose head office is at 11 Old Jewry London E.C.2. England (hereinafter called "BSA") represented herein by THOMAS ELLIS ROBINS he being duly authorized thereto of the sixth part RHODESIAN SELECTION TRUST LIMITED a company incorporated in Northern Rhodesia whose head office is at Hardwicke House Salisbury Southern Rhodesia (hereinafter called "RST") represented herein by JOHN HAWDON LASCELLES he being duly authorized thereto of the seventh part THE RHODESIAN IRON AND STEEL COMPANY (PRIVATE) LIMITED whose registered office is at Salisbury Southern Rhodesia (hereinafter called "RISCO") represented herein by JOHN McLEAN DUNCANSON he being duly authorized thereto of the eighth part TANGANYIKA CONCESSIONS LIMITED a company incorporated in England whose head office is at Tanganyika House Third Street Salisbury Southern Rhodesia (hereinafter called "TANGANYIKA CONCESSIONS") represented herein by THOMAS PATRICK COCHRAN he being duly authorized thereto of the ninth part.

WHEREAS the parties hereto have agreed to co-operate in a scheme for the development under private ownership of the iron and steel works at Redcliff and at Bulawayo Southern Rhodesia now owned and operated by the Rhodesian Iron and Steel Commission (hereinafter called "RISCOM") with a view to the completion within four to five years of the first stage referred to in Clause 6 hereof in such development.

AND WHEREAS RISCO is a private company incorporated under the Companies Act, 1951, of Southern Rhodesia by the remaining parties hereto (other than SRG) with the principal object of acquiring and developing the said iron and steel works and has an initial authorized capital of £4 000 divided into 4 000 Ordinary Shares of £1 each. NOW IT IS HEREBY AGREED AND DECLARED as follows—

1. Constitution of RISCO

Upon the execution of the Agreements referred to in Clause 5 hereof and set out in the Second and Third Schedules hereto the authorized capital of RISCO shall be increased to £4 500 000 in Ordinary Shares of the nominal value of £1 each.

2. Subscription of share capital of RISCO

(a) Forthwith upon—

- (i) enactment by the Legislative Assembly of Southern Rhodesia of the legislation, and
- (ii) ratification by the said Legislative Assembly of this Agreement, and
- (iii) consent of the Capital Issues Committee,

as referred to in Clauses 7 and 8 of this Agreement 2 250 000 Ordinary Shares of the nominal value of £1 each in the capital of RISCO shall be subscribed by the parties hereto other than SRG, RISCO and TANGANYIKA CONCESSIONS in cash at par (for payment in full on allotment or by instalments as the Board of Directors of RISCO may decide) as follows:—

By LSC	500 000 Shares
By S & L	500 000 Shares
By MESSINA	500 000 Shares
By ANGLO AMERICAN	250 000 Shares
By BSA	250 000 Shares

By RST	250 000 Shares
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PROVIDED THAT any of the parties aforesaid may in lieu of so subscribing such shares itself procure a subsidiary or associated company or companies so to do.

- (b) The parties hereto other than RISCO shall co-operate with one another to use their votes and shall respectively procure any such subsidiary or associated company as aforesaid to use its votes at General Meetings of RISCO to procure—
- (i) that LSC (or as the case may be any such subsidiary or associated company or companies of LSC) so long as LSC holds (or any such subsidiary or associated company or companies together hold) the number of shares in the capital of RISCO set opposite the name of LSC in paragraph (a) of this Clause shall until the 31st December, 1961, have the right to nominate two of the Directors for the time being of RISCO and at all times after the said 31st December, 1961, have the right to nominate one of the Directors for the time being of RISCO and that each of the other such parties (or as the case may be its subsidiary or associated company or companies) so long as such party holds (or any such subsidiary or associated company or companies together hold) the number of shares in the capital of RISCO opposite the name of such party in the said paragraph (a) or in the case of SRG is the holder or beneficial owner of the 500 000 Shares to be issued to it pursuant to Clause 3 (a) of the Agreement the draft of which is set out in the Second Schedule hereto shall at all times have the right to nominate one of the Directors for the time being of RISCO;
- (ii) that in the event of RISCO proposing at any time or times to offer for subscription any share capital or loan capital in excess of that to be issued in accordance with this Agreement and the Agreements scheduled hereto the same shall be offered in the first instance for subscription by the Ordinary Shareholders of RISCO for the time being in proportion to their then holdings of such Ordinary Shares: PROVIDED THAT the foregoing shall not apply where the Directors of RISCO assembled at a Board resolve that in the interests of RISCO it is not desirable to offer the shares, bonds, debentures or other securities proposed to be issued in the first instance to Members nor shall the foregoing relate to or affect the issue of shares from time to time as consideration or part consideration for property acquired by RISCO.
- (c) The parties hereto (other than RISCO) undertake that RISCO's Articles of Association shall at all times contain provisions giving effect to the preceding sub-clause: PROVIDED ALWAYS that if RISCO applies for a quotation on any Stock Exchange and either of the said provisions is adjudged to offend against the requirements of such Stock Exchange, thereby debarring RISCO from being granted a quotation, then the parties hereto other than RISCO undertake to co-operate with each other to use their voting power to procure the amendment of such provision in such manner as to comply with the said requirements.
- (d) *The parties hereto (other than RISCO) undertake to ensure that RISCO shall not declare any dividends prior to the 31st December, 1961, without the consent of SRG.

*See clause 1 of the agreement in Schedule B for new paragraph (d).

3. Loan capital of RISCO

- (a) RISCO so soon as may be requisite for the purposes hereof shall create the First Debenture Stock and Second Debenture Stock short particulars of which are set out in Parts I and 2 of the First Schedule hereto and shall enter into such Trust Deeds Mortgage Bonds Notarial Bonds and other documents as may be necessary to constitute the same.
- (b) (i) ANGLO AMERICAN, BSA and TANG-ANYIKA CONCESSIONS (hereinafter in this Clause together referred to as "the Underwriters") shall six months subsequent to receipt of notice in writing such notice to be given not later than the 31st December, 1959, from RISCO calling upon them to do so procure subscriptions for (or that failing themselves subscribe) at par £2 750 000 in the aggregate of such Debenture Stock in the proportion of 950 by each of ANGLO AMERICAN and BSA and 850 by TANGANYIKA CONCESSIONS;

- (ii) when giving such notice RISCO shall state whether it requires the Stock to be subscribed to be paid for in full on issue or by instalments and if by instalments the amount of the instalments to be paid on issue;
- (iii) subsequent instalments (if the Stock is to be paid for by instalments) shall be paid as required by RISCO by six months' prior notice in writing in each case.
- (c) (i) RISCO shall on the 1st July, 1957, pay to each of the Underwriters a commitment commission at the rate of $\frac{3}{4}\%$ reckoned in the case of ANGLO AMERICAN and BSA upon £950 000 each and in the case of TANGANYIKA CONCESSIONS upon £850 000;
- (ii) each of the Underwriters shall have the right or option to subscribe at par for and to be allotted the number of Ordinary Shares in the capital of RISCO of a nominal value of £1 each set opposite its name as follows;

ANGLO AMERICAN	190 000
BSA	190 000
TANGANYIKA CONCESSIONS	170 000

Such right or option shall be exercised by notice in writing given to RISCO on or before the 30th June, 1962. The purchase price of the shares thus subscribed for shall at the option of the Underwriters be payable either in cash or by the surrender to RISCO of First Debenture Stock at the par value thereof or by a combination of both.

- (d) Any notice to be given pursuant to this Clause shall be given by letter sent by airmail (or if there is no airmail service by ordinary post) to the registered address for the time being of the company to whom it is to be given and shall be deemed to have been given at the time when in the ordinary course of transmission by airmail (or ordinary post as the case may be) it would be delivered.

4. *Further working capital of RISCO

- (a) SRG undertakes that if required by RISCO so to do during the period ending the 31st December, 1961, it shall guarantee the repayment of, and payment of interest upon, any advances for further working capital made to RISCO by Bankers within the Federation of Rhodesia and Nyasaland, in a sum however not to exceed £500 000 in the aggregate at any time excluding any accrued interest: PROVIDED ALWAYS that before calling upon SRG to discharge its undertaking so to guarantee RISCO shall have—
 - (i) approached without success reputable banking sources within the Federation of Rhodesia and Nyasaland;
 - (ii) offered its movable property as security in the course of such approaches.
- (b) SRG further and in addition undertakes with the remaining parties hereto that SRG will assist RISCO to finance any deficiencies in cash resources in the years 1958, 1959 and 1960 to the extent of £500 000 at any one time by the guarantee of short term loans or by other suitable means.

*See clause 2 of the agreement in Schedule B which replaces clause 4 and also clause 1 of the agreement in Schedule C and clause 1 of the agreement in Schedule D which replace paragraph (a) of clause 4.

5. Purchases by RISCO from RISCOS and MESSINA

- (a) Forthwith upon—
 - (i) enactment by the Legislative Assembly of Southern Rhodesia of the legislation, and
 - (ii) ratification by the said Legislative Assembly of this Agreement, and

(iii) consent of the Capital Issues Committee,

as referred to in Clauses 7 and 8 of this Agreement RISCO shall enter into Agreements in the form of the draft Agreements set out in the Second and Third Schedules hereto and expressed to be made as to the one between RISCO, RISCO and SRG and as to the other between MESSINA and RISCO.

- (b) SRG undertakes with the remaining parties hereto to enter into the Agreement the draft of which is set out in the Second Schedule hereto and also to procure RISCO so to do.
- (c) MESSINA undertakes with the remaining parties hereto to enter into the Agreement the draft of which is set out in the Third Schedule hereto.

6. Development programme

LSC and S & L shall be responsible to the Board of RISCO to exercise general supervision over the carrying into effect of the first stage in the development of the said iron and steel works generally in accordance with the development programme set out in the Report dated July and August, 1956, on the Rhodesian Iron and Steel Commission by P. E. Holloway and R. H. Close (a Director and Secretary respectively of LSC) and comprising at Redcliff a unit (including coke oven plant) capable of producing some 160 000 short tons of pig iron and some 150 000 short tons of steel ingots per annum but subject to such modifications as may be proposed by LSC and S & L and approved by the Board of RISCO and RISCO shall reimburse to LSC and S & L all out-of-pocket expenses incurred by them respectively or by their Directors or other officials or members of their staffs in visiting Southern Rhodesia or otherwise in or about the performance of such services.

7. Governmental obligations

SRG undertakes that before the 30th June, 1957, it shall introduce in the Legislative Assembly such legislation as may be necessary to give effect to this Agreement and the Agreements drafts of which are scheduled hereto. If, on or before that date, the said Legislative Assembly shall not have ratified or confirmed this Agreement or enacted such legislation as may be necessary to give effect hereto and to the Agreements drafts of which are set out in the Second and Third Schedules, then this Agreement shall thereupon cease and have no further force or effect.

8. Consent of Capital Issues Committee

This Agreement is conditional upon the consent of the Capital Issues Committee so far as this is necessary to the issue of shares by RISCO in accordance with the provisions of Clause 2 hereof. If not so obtained on or before the 30th June, 1957, then this Agreement shall thereupon cease and have no further force or effect.

9. General

- (a) Each of the parties hereto (other than RISCO) undertakes with each of the other parties hereto that it will if and so long as it is a shareholder in RISCO co-operate with all other parties (being shareholders in RISCO for the time being) at all times—
 - (i) so as to give effect to the provisions of this Agreement and (when entered into) the Agreements set out in the Second and Third Schedules hereto;
 - (ii) to use its best endeavours to ensure that no shareholder in RISCO shall be the beneficial owner of more than 49 per cent. of the share capital of RISCO. Shares beneficially owned by any parent subsidiary or associated company of a shareholder shall be regarded for this purpose as beneficially owned by such shareholder.
- (b) The costs and expenses of and incidental to the preparation and execution of this Agreement and the formation of RISCO shall be borne by RISCO but if for any reason RISCO shall fail to discharge the same it shall be borne by the parties hereto (other than SRG and RISCO and TANGANYIKA CONCESSIONS) in the proportions of their proposed initial shareholdings in RISCO as set out in Clause 2 (a) hereof.
- (c) All references in this Agreement to sums of money are to the currency of the Federation of Rhodesia and

Nyasaland unless otherwise specified.

- (d) The headings of the several Clauses hereof are inserted for convenience only and shall not affect the construction hereof.
- (e) This Agreement shall be construed according to the laws of Southern Rhodesia and as an Agreement made in Southern Rhodesia

IN WITNESS WHEREOF the parties hereto have hereunder set their hands at SALISBURY, Southern Rhodesia, on the day, month and year first aforewritten in the presence of the undersigned witnesses.

As witnesses:

1. W. R. WHALEY	G. ELLMAN BROWN,
2. M. E. CURRIE	<i>The Government of The Colony of Southern Rhodesia.</i>
	PHILIP E. HOLLOWAY, <i>The Lancashire Steel Corporation Limited.</i>
	J. R. MENZIES-WILSON, <i>Stewarts and Lloyds Limited.</i>
	HAROLD P. GRENFELL, <i>The Messina (Transvaal) Development Company Limited.</i>
.	K. C. ACUTT, <i>Anglo American Corporation of South Africa Limited.</i>
	T. E. ROBINS, <i>The British South Africa Company.</i>
	J. H. LASCELLES, <i>Rhodesian Selection Trust Limited.</i>
	T. P. COCHRAN, <i>Tanganyika Concessions Limited.</i>
	JOHN M. DUNCANSON, <i>The Rhodesian Iron and Steel Company (Private) Limited.</i>

The First Schedule

Part I – Particulars of First Debenture Stock

- The First Debenture Stock will be limited in amount to £5 000 000.
- *The First Debenture Stock will be constituted by a Trust Deed in favour of a Trustee to be appointed by RISCO as Trustee and will be secured by a First Mortgage Bond or Bonds over RISCO's immovable property supported by a Notarial collateral Bond or Bonds over RISCO's movable property for the time being: PROVIDED THAT RISCO shall have the right to register further Notarial Bonds over its movable property in priority to the Notarial Bond or Bonds securing the First Debenture Stock in order to secure advances from Bankers or others not exceeding £500 000 outstanding at any one time.

*See clause 3 of the agreement in Schedule B which replaces clause 2.
- The First Debenture Stock will be repayable in whole or in part by RISCO at any time or times upon not less than six months' notice in writing by RISCO, such notice, however, not to be given before the 1st January, 1972. During the period 1st January, 1972, to 31st December, 1976, Stock so redeemed shall be repayable at a premium of 2½% reckoned on the par value thereof. Stock redeemed during the period 1st

January, 1977, to 31st December, 1981, shall be repayable at a premium of 1% reckoned on the par value thereof. Any Stock not previously repaid will be redeemed at par on the 1st January, 1982.

4. **The £2 750 000 First Debenture Stock referred to in the foregoing Agreement shall be issued as a whole upon the terms and conditions as to payment therein mentioned and shall carry interest at the rate per annum of 1¼% above Bank of England rate at the date of issue or 5¾% whichever is the greater and such interest shall be payable half-yearly on the 30th June and 31st December in each year.
**See clause 4 of the agreement in Schedule B which amends clause 4.
5. The remainder of the First Debenture Stock may be issued at such time or times and carrying such rate or rates of interest and with such rights of conversion (if any) as the Board of RISCO may determine at the time or times of issue.
6. Anything to the contrary herein contained notwithstanding ANGLO AMERICAN, BSA and TANGANYIKA CONCESSIONS shall have the option to surrender Stock at the face value thereof in satisfaction or in part satisfaction of the purchase consideration of Ordinary Shares acquired by them in terms of the option granted to them until the 30th June, 1962, in terms of Clause 3 (c) (ii) of the Main Agreement.
7. The Trust Deed will contain in addition to provisions to give effect to the foregoing such other reasonable terms and provisions as may be agreed between the parties to the foregoing Agreement and the Trustee and failing agreement as may then be approved by RISCO's Auditors.

Part 2 – Particulars of Second Debenture Stock

1. The Second Debenture Stock will be limited to such amount as is necessary to enable RISCO to comply (a) with its obligations to issue Second Debenture Stock to SRG or its nominees under the terms of the Agreement entered into between RISCO, RISCO and SRG the draft of which is also scheduled to the foregoing Agreement and (b) with its obligations to issue Second Debenture Stock as hereinafter appearing in these particulars.
2. *The Second Debenture Stock will be constituted by a Trust Deed in favour of the Secretary to the Treasury of SRG as Trustee and will be secured by a Second Mortgage Bond or Bonds over RISCO's immovable property supported by a Second Notarial collateral Bond or Bonds on RISCO's movable property for the time being subject to the Mortgage and Notarial Bond or Bonds securing the First Debenture Stock: PROVIDED THAT RISCO shall have the right to register further Notarial Bonds over its movable property in priority to Notarial Bond or Bonds securing Second Debenture Stock in order to secure advances from Bankers not exceeding £500 000 outstanding at any one time.
*See clause 3 of the agreement in Schedule B which replaces clause 2.
3. The Second Debenture Stock will be repayable at par in whole or in part upon six months' previous notice in writing given by RISCO at any time or times after all the issued First Debenture Stock has been redeemed: PROVIDED THAT any Second Debenture Stock not previously repaid will be redeemed on the 31st December, 1986.
4. (a) Subject to paragraph (c) of this Clause the Second Debenture Stock for the time being issued and outstanding will carry interest at the rate of 4 per cent. per annum payable until the 31st December, 1961, yearly on the 31st December in each year and thereafter half-yearly on the 30th June and 31st December in each year.
(b) It will be a term of the issue of all Second Debenture Stock issued prior to the 31st December, 1961, that the holders thereof shall (if so required by RISCO) apply the interest receivable on their Stock in respect of each year of the five years ending on the 31st December, 1961, in subscribing at par on the 1st January next following each such 31st December additional Second Debenture Stock to which the provisions of this Clause shall apply.
(c) If the profits of RISCO (after charging normal and reasonable depreciation as agreed by SRG and RISCO and failing such agreement then as fixed by an Arbitrator (whose decision shall be final and binding) to be nominated by the President for the time being of the Rhodesia Society of

Accountants and interest on the First Debenture Stock but before charging any interest on the Second Debenture Stock issued) for any year of the three years commencing on the 1st January, 1957, are less than the amount payable for such year by way of interest on the issued Second Debenture Stock the interest for such year shall be payable only to the extent of the said profits for such year and insofar as not so payable shall never be payable.

5. The Trust Deed will contain in addition to provisions to give effect to the foregoing such other terms and provisions as may be agreed between the parties to the foregoing Agreement and the Trustee and, failing agreement, as may then be approved by RISCO's Auditors.

The Second Schedule

AN AGREEMENT made the ___ day of _____

BETWEEN THE RHODESIAN IRON AND STEEL COMMISSION whose head office is at Redcliff Que Que Southern Rhodesia (hereinafter called "RISCOM") represented herein by CORNELIUS EWEN MACLEAN GREENFIELD in his capacity as Secretary to the Treasury of the Government of Southern Rhodesia he being duly authorized thereto of the first part THE RHODESIAN IRON AND STEEL COMPANY (PRIVATE) LIMITED whose registered office is at Salisbury Southern Rhodesia (hereinafter called "RISCO") represented herein by _____ he being duly authorized thereto of the second part THE GOVERNMENT OF THE COLONY OF SOUTHERN RHODESIA acting by GEOFFREY ELLMAN BROWN he being a Minister and as such a Member of that Government (hereinafter called "SRG") of the third part.

NOW IT IS HEREBY AGREED AND DECLARED

1. Sale and purchase

RISCOM shall sell and RISCO shall purchase as at the close of business of the 31st December, 1956 (hereinafter called "the transfer date") and free of all encumbrances—

- (a) 7 000 acres more or less of freehold land (hereinafter referred to as "the 7 000 acres") at Redcliff Southern Rhodesia together with RISCOM's Redcliff Works and the Torwood African Township situated on part thereof and all other buildings erections and fixed plant and machinery thereon or on part thereof.

RISCO shall select the 7 000 acres and the boundaries and abutments of the 7 000 acres shall be finally determined by RISCO subject to the conditions that—

- (i) the 7 000 acres shall be one piece of land;
 - (ii) there shall be included in the 7000 acres all land including those portions of mining claims upon which any of RISCOM's works are situated on the transfer date together with sufficient land adjacent thereto as may be necessary for purposes of expansion of the works;
 - (iii) there SHALL also be included in the 7 000 acres the land on which the Torwood African Township is situated together with sufficient land adjacent thereto as may be necessary for expansion of the Township;
 - (iv) there SHALL NOT be included in the 7 000 acres RISCOM's mining claims upon which NO RISCOM works or buildings are situated and in addition there shall not be included in the 7 000 acres REDCLIFF TOWNSHIP together with land adjacent thereto suitable for development and expansion of the Township, aggregating together 3 000 acres in total.
- (b) RISCOM's land, buildings and works at Bulawayo.
- (c) The goodwill of the business of iron and steel manufacturers carried on by RISCOM at Redcliff and Bulawayo.
- (d) The Club the Sportsfields and the Golf Club in or used in association with the European Township at Redcliff (which Township is excluded from the sale and purchase hereby agreed to be made) the boundaries of such Club Sportsfields and Golf Club (all of which are additional to the 7 000 acres) being finally determined by RISCO.

- (e) All book and other debts owing or belonging to RISCOS in connection with the said business.
- (f) All loose plant machinery tools coal coke ore limestone fuel and other raw materials consumable maintenance capital construction and other stores vehicles office furniture and equipment owned and used by RISCOS in connection with the said business (including trucks and locomotives used for carriage of ore and limestone and being part of RISCOS's present mining equipment the remainder of which mining equipment is excluded from the sale and purchase hereby agreed to be made) and all manufactured stocks and work in progress of such business.
- (g) All such of RISCOS's records plans drawings books correspondence and similar documents as relate to the said business.
- (h) The benefit of all current contracts and engagements entered into by RISCOS in connection with the said business, subject in the case of service contracts to the consent of the employee concerned.
- (j) All cash at bank and in hand of RISCOS and all investments.
[Please note: numbering as in original.]
- (k) 750 Shares of £1 each fully paid in the capital of Rhodesian Steel Sales Company Limited (here-inafter called "RHOSALES") being one-half of the issued shares of RHOSALES but subject to the provisions of Clause 7 hereof.
- (l) All other movable and immovable property of RISCOS except as hereinbefore specifically expressed to be excluded from the sale and purchase hereby agreed to be made.

2. Purchase price

- (a) The purchase price shall be a sum equal to the aggregate of—
 - (i) the value of the property and assets hereby agreed to be sold (other than cash and investments) as specified in Clause 1 hereof including the said Club Sportsfields and Golf Club as appearing (after deduction of Depreciation and Amortization and Provision of Doubtful Debts) in an audited Balance Sheet of RISCOS as at the transfer date (hereinafter called "the transfer Balance Sheet") prepared on the same basis as the audited Balance Sheet of RISCOS as at the 31st December, 1955, it being agreed that for the purposes of this paragraph the value of the land of RISCOS not included in the said sale and purchase shall be taken to be £1;
 - (ii) the amount (if any) at which the item "Deferred Expenditure" stands in the transfer Balance Sheet;
 - (iii) the value of RISCOS's investments as appearing in the transfer Balance Sheet and RISCOS's cash at bank and in hand at the transfer date after deducting therefrom an amount equal to that appearing against the item "Reconstruction of European Town Sewerage" under "Provisions" in the transfer Balance Sheet and after deducting also therefrom an agreed sum of £10 000 representing a reserve to be appropriated in the transfer Balance Sheet for replacement of other fixed assets of the European Township—

LESS the amount appearing in the transfer Balance Sheet against the items "Current Liabilities", "Stores Reserve" and "Provisions" (but omitting from "Provisions" the amount appearing against the item "Re-construction of European Town Sewerage" and the aforesaid sum of £10 000).

In regard to the item "Stores Reserve" appearing in the transfer Balance Sheet stores losses as at the transfer date shall be written off against that reserve and in the event of the Stores Reserve being inadequate to meet stores losses as at the transfer date then the purchase price shall be reduced by an amount equal to the deficit.
- (b) The amount of the purchase price shall be certified in writing by a member of RISCOS and one of the Directors of RISCO appointed by LSC or S & L authorized by the Board of RISCO as soon as practicable after the date hereof.

- (c) RISCO shall pay and discharge all debts as included in “Current Liabilities” and “Provisions” in the transfer Balance Sheet and sums owing by RISCO as at the transfer date for materials and wages and otherwise in connexion with the said business and shall keep RISCO indemnified in respect thereof.

3. Satisfaction of purchase price

- (a) The said purchase price certified in terms of Clause 2 (b) shall be satisfied as to the first £500 000 thereof by the issue by RISCO to SRG or its nominees of 500 000 Ordinary Shares of £1 each of RISCO credited as fully paid up and as to the balance thereof by the issue to SRG or its nominees of Second Debenture Stock of RISCO (ranking for interest from the transfer date but subject to the provisions as to interest contained in the particulars referred to below) of a nominal amount equal to the amount of such balance short particulars of which Stock were set out in the Second Schedule to an Agreement dated the 28th February, 1957, and made between SRG and others (herein referred to as “the Main Agreement”).
- (b) RISCO shall issue to SRG or its nominees the said shares and Debenture Stock upon the execution of this Agreement or as soon thereafter as the amount of the said consideration shall be certified as aforesaid and RISCO and SRG shall execute and do and procure all necessary parties to execute and do all such documents and things as may be necessary for fully vesting in RISCO the assets hereby agreed to be sold and purchased.

4. Completion of purchase

- (a) RISCO shall take over the assets hereby agreed to be sold and purchased upon the execution of this Agreement and RISCO shall carry on and be deemed from the transfer date to have been carrying on the said business on behalf of RISCO and the parties shall account to one another accordingly.
- (b) RISCO and SRG jointly and severally warrant with RISCO that—
- (i) as from the 31st December, 1955, RISCO and RHOSALES respectively have carried on and will until RISCO shall take over the said assets carry on their business in the ordinary way and have not entered and will not enter into any contracts of an exceptional or long term nature and have not incurred and will not incur (except as already disclosed to the parties to the Main Agreement or as may be approved by RISCO) any capital expenditure;
- (ii) no actions are pending against RISCO or RHOSALES.
- (c) RISCO shall collect or procure to be collected for its own account all book debts included in the assets hereby agreed to be sold and purchased and shall be entitled to use and sue in RISCO’s name for this purpose.
- (d) As from taking over the said assets RISCO shall perform and carry into effect all current contracts agreements and engagements entered into by or binding upon RISCO in connection with the said business or the said assets and shall be entitled to all moneys payable in respect thereof and RISCO hereby indemnifies RISCO thereunder and in respect of all matters arising thereout.
- (e) RISCO shall use its best endeavours to procure all such consents as may be necessary for the transfer of all such contracts agreements or engagements to RISCO but failure to obtain any such consent shall not entitle RISCO to claim any compensation or reduction of purchase price.
- (f) RISCO shall indemnify RISCO against any liabilities of RISCO for which RISCO may become answerable and which have not been disclosed to RISCO and shall pay to RISCO any sum included in the transfer Balance Sheet in respect of any asset which has no existence in fact moreover RISCO hereby warrants that the total of all book debts reflected in the transfer Balance Sheet are good and recoverable save to the extent of any reserves for bad debts therein appearing.
- (g) The parties hereto shall co-operate to procure a proper survey to be made at the joint expense of RISCO and RISCO of the boundaries of the 7 000 acres and of the said Club Sportsfields and Golf Club included in the sale and purchase and of the European Township excluded therefrom.

- (h) The property and assets together with the business hereby sold shall be at the risk and profit of RISCO from the transfer date.
- (i) RISCO shall examine the Title Deeds of the immovable property hereby sold prior to transfer and shall take transfer of the same subject to all conditions of title incorporated in or registered against the Title Deeds whether by reference or otherwise.

5. European Township

- (a)
 - (i) As from the date of its taking over the assets hereby agreed to be sold and purchased RISCO shall administer the Redcliff European Township excluded from the said assets and shall be entitled to all receipts excluding receipts from sales of land and buildings in respect thereof or arising therefrom as from the transfer date but shall discharge or reimburse to RISCO all liabilities in respect thereof after the transfer date;
 - (ii) the said receipts and liabilities shall be apportioned between RISCO and RISCO as at the transfer date to give effect to this Clause and RISCO and RISCO shall account to one another accordingly;
 - (iii) on the 31st December in each and every succeeding year, commencing on the 31st December, 1957, RISCO shall pay RISCO a sum equal to 4% of the book value of RISCO's investment in the said Township as appearing in RISCO's Balance Sheet certified by RISCO's Auditors, as at the date of such payment. For the purposes of this Clause the book value of RISCO's investment outstanding at any one time shall be the sum at which the Township stands in the transfer Balance Sheet less the proceeds of all sales of estates and houses but plus the amount of any expenditure by RISCO or SRG on the Township since the transfer date.

- (b) Notwithstanding the option held by RISCO in terms of sub-clause (c) hereof, RISCO shall during the option period be entitled to sell and transfer residential sites and/or residences in the Township to RISCO employees and also to sell and transfer trading sites in the Township:

PROVIDED ALWAYS that RISCO shall consult and make every endeavour to co-operate with RISCO before concluding such sales; and,

PROVIDED FURTHER that RISCO shall set aside, use and apply the net proceeds derived from such sales for the development of the Township and in order to give effect to this sub-clause shall keep separate books of account and other necessary records which shall be available for inspection by RISCO at any reasonable time.

- (c)
 - (i) RISCO hereby grants to RISCO the option to purchase the said Township or the remainder thereof as the case may be (the Township or the remainder thereof is hereinafter referred to as "the said Township") at any time on or before the 31st December, 1961 (herein referred to as "the option period") such option to be exercised by not less than three months' previous notice in writing given by RISCO to RISCO or other owner for the time being of the said Township;
 - (ii) the purchase price of the said Township shall be the book value thereof as defined in Clause 5 (a) (iii) at the date of exercise of the option;
 - (iii) the purchase price shall be satisfied by the issue to SRG of additional Second Debenture Stock of RISCO of a nominal amount equal to such book value carrying interest (if interest is payable) from the date of the exercise of the option (as from which date the sum referred to in Clause 5 (a) (iii) shall cease to accrue) and otherwise ranking *pari passu* in all respects with the Second Debenture Stock already issued.
- (d) The Township, or remainder thereof, as the case may be, shall be transferred to RISCO as soon as is practicable after exercise of the said option.
- (e) In the event of the aforesaid option not being exercised whether by notice in writing by RISCO to SRG to that effect during the period of the option, or by effluxion of time then the parties shall consult together as to the future administration of the Township on a basis which is fair and reasonable both as regards SRG and RISCO. As at the date of such written notice as aforesaid or as at the date of expiry of the option,

as the case may be, a revaluation of the Township shall be made and should it transpire that fair and reasonable depreciation of the buildings and permanent improvements (such depreciation on the said buildings and permanent improvements not to exceed 2½ per cent. per annum on the book value thereof as at the transfer date) in the Township during the option period exceeds the capital appreciation of the Township generally then RISCO shall pay to SRG a sum equal to such difference and this sum shall be regarded as part of the liabilities referred to in Clause 5 (a) (i). Should the parties fail to reach agreement on the value of the Township or on the basis on which it will be administered in the future then the matter shall be referred to a person to be nominated by the President of the Rhodesia Society of Accountants to adjudicate on the matters in dispute and his decision shall be final and binding on both parties.

6. Iron ore and limestone deposits

- (a) RISCO shall work the iron ore and limestone deposits at Redcliff (North Hill, Central Hill and South Hill claims) as may from time to time be required by RISCO and shall sell all usable iron ore and limestone to RISCO at cost (as hereinafter defined) plus a royalty of 6d. for every short ton of iron ore and limestone consumed, sold or alienated, whether by RISCO or any other company, person, association or concern whatsoever.

RISCO shall tribute Orpheus, Dan and Manesi claims to RISCO at a royalty of 6d. per short ton of iron ore and limestone consumed, sold or alienated, whether by RISCO or any other company, person, association or concern whatsoever, from the said claims.

- (b) Such costs shall in addition to all operating costs of getting usable iron ore and limestone include—
- (i) a charge for amortization based on a life of 30 years of the expenditure on iron ore and limestone deposits as appearing in the transfer Balance Sheet plus a charge for depreciation at normal rates on the expenditure on mining equipment (other than transport equipment) included in "Fixed and Other Assets" in such Balance Sheet together with
 - (ii) 4 per cent. interest per annum on the unamortized amount of the expenditure on deposits and on the amount after depreciation of the amount of the mining equipment:

PROVIDED THAT apart from its undertaking to guarantee repayment of further working capital required by RISCO in terms of the Main Agreement neither SRG nor RISCO shall be liable to purchase or acquire new mining equipment, nor to pay for new development, nor to lend, or assist in making available, money to RISCO for the said purposes and accordingly but subject as aforesaid, the method of charging new development expenditure shall be fixed by mutual consent.

- (c) RISCO shall at all times work the said deposits efficiently and economically and according to sound mining practice.
- (d) If the taxation laws of the Federation of Rhodesia and Nyasaland be amended so as to provide adequate initial wear and tear and balancing allowances on sinter plant, coke ovens, blast furnaces and their ancillary plant (equivalent at least to the rates allowed in the United Kingdom) plus a depletion allowance of 10 per cent. of the saleable value of iron ore and limestone extracted RISCO shall have the right to require RISCO to undertake its own mining operations in which event—
- (i) RISCO shall take all iron ore and limestone claims (other than Orpheus, Dan and Manesi claims already tributed as referred to in sub-clause (a) of this Clause) then owned by RISCO on tribute at a royalty of 6d. per short ton of iron ore and limestone consumed sold or alienated, whether by RISCO or any other company, person, association or concern whatsoever from the said claims;
 - (ii) RISCO shall sell and RISCO shall purchase all mining equipment, plant, machinery and tools not previously taken over by RISCO at the then Balance Sheet value;
 - (iii) RISCO shall pay RISCO an amount equal to the development expenditure on the said iron ore and limestone claims to date of purchase as appearing in the Balance Sheet prepared as at such date;
 - (iv) RISCO shall pay and satisfy the purchase price in sub-clause (ii) and discharge the payment in sub-

clause (iii) by issuing to SRG or its nominee or nominees Second Debenture Stock of RISCO (ranking for interest from the date of purchase but subject to the provisions as to interest contained in the particulars referred to below) of a nominal amount equal to the aggregate of the two sums in question short particulars of which Stock are set out in the First Schedule to the Main Agreement.

- (e) SRG undertakes to make representations to secure that the taxation laws of the Federation be amended as aforesaid.

7. Sales

- (a) RISCO and SRG shall use their best endeavours to reach agreement with the Iron and Steel Corporation of South Africa (hereinafter referred to as "ISCOR") for the maintenance (at least for an interim period) of RHOSALES and its selling organization the shares in which Company are included in the assets hereby agreed to be sold and purchased.

PROVIDED HOWEVER that if RISCO and SRG decide that in order to facilitate agreement with ISCOR the said shares should be held by SRG then such shares shall be transferred to SRG by RISCO (or by RISCOR if they have not already been transferred to RISCO) and the consideration for the sale shall be reduced by the value of the said shares as included in the transfer Balance Sheet. If Second Debenture Stock shall already have been issued to SRG towards satisfaction of the said consideration an amount of such Stock equal in nominal amount to the value of the said shares (as so included) shall be surrendered by SRG to RISCO and shall be cancelled and any interest paid on the Stock surrendered shall be refunded to RISCO.

- (b) If and so long as the shares of RHOSALES are held by RISCO SRG shall have at all times the right to appoint some person (who shall have been approved by the Directors of RISCO for the time being as suitable) to be a Director of RHOSALES and if and so long as the shares of RHOSALES are held by SRG then RISCO shall at all times have a right to appoint some person (who shall have been approved by SRG) to be a director of RHOSALES. In so far as the consent of ISCOR is necessary to the provisions of this paragraph the parties hereto shall use their best endeavours to procure the same.

8. Railway and other facilities

SRG shall use its best endeavours to arrange that all necessary rail transport facilities water electric power and other essential services shall at all times be provided in order to enable the projected Development Programme of RISCO's work to proceed as planned and in order to secure the projected output of steel and pig iron and its disposal.

9. General

- (a) The headings of the several Clauses hereof are inserted for convenience only and shall not affect the construction hereof.
- (b) All the costs and expenses of and incidental to the preparation of this Agreement and of the completion thereof, and all the costs and expenses of and incidental to the registration of the transfer of all immovable property purchased and acquired by RISCO in terms of Clause 1 hereof shall be borne by RISCO.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands at Salisbury, Southern Rhodesia, on this the ___ day of _____, 1957.

As Witnesses.

1.	
2.	
	<i>The Rhodesian Iron & Steel Commission.</i>
	<i>The Rhodesian Iron & Steel Company (Private) Limited.</i>

The Government of the Colony of Southern Rhodesia.

The Third Schedule

AN AGREEMENT made the ___ day of _____

BETWEEN THE MESSINA (TRANSVAAL) DEVELOPMENT COMPANY LIMITED whose registered office is at Messina Northern Transvaal (hereinafter called "MESSINA") represented herein by _____ he being duly authorized thereto of the one part and THE RHODESIAN IRON AND STEEL COMPANY (PRIVATE) LIMITED whose registered office is at Salisbury Southern Rhodesia (hereinafter called "RISCO") represented herein by _____ he being duly authorized thereto of the other part.

NOW IT IS HEREBY AGREED AND DECLARED

1. Sale and purchase

MESSINA shall sell and RISCO shall purchase free from all encumbrances—

- (a) The following 73 blocks of base mineral claims known collectively as the Bukwe Ore Deposits all of which are presently registered in the name of MESSINA and are situated in the Mining District of Bulawayo, namely—

<i>Registered Number</i>	<i>Name</i>	<i>No. of Claims (Iron)</i>
5096 B.M.	Grandeux	30
5097 B.M.	Grandeux	30
5098 B.M.	Grandeux B	30
5099 B.M.	Grandeux C	30
5100 B.M.	Grandeux D	30
5101 B.M.	Grandeux E	30
5102 B.M.	Grandeux F	30
5103 B.M.	Grandeux G	30
5104 B.M.	Grandeux H	30
5105 B.M.	Grandeux J	30
5106 B.M.	Grandeux K	30
5107 B.M.	Grandeux L	30
5108 B.M.	Grandeux M	30
5109 B.M.	Grandeux N	30
5110 B.M.	Grandeux O	30
5111 B.M.	Grandeux P	30
5112 B.M.	Grandeux Q	30
5113 B.M.	Grandeux R	30
5114 B.M.	Grandeux S	30

5115 B.M.	Grandeux T	30
5116 B.M.	Grandeux U	30
5117 B.M.	Grandeux V	30
5118 B.M.	Grandeux W	30
5119 B.M.	Grandeux X	30
5120 B.M.	Grandeux Y	30
5121 B.M.	Grandeux Z	30
5122 B.M.	Grandeux 2A	30
5123 B.M.	Grandeux 2B	30
5148 B.M.	Grandeux 2C	30
5149 B.M.	Grandeux 2D	30
5150 B.M.	Grandeux 2E	30
5151 B.M.	Grandeux 2F	30
5152 B.M.	Grandeux 2G	30
5153 B.M.	Grandeux 2H	30
5154 B.M.	Grandeux 2J	30
5155 B.M.	Grandeux 2K	30
5156 B.M.	Grandeux 2L	30
5157 B.M.	Grandeux 2M	30
5254 B.M.	Grandeux 2N	30
5255 B.M.	Grandeux 2 "O"	30
5256 B.M.	Grandeux 2P	30
5257 B.M.	Grandeux 2Q	30
5258 B.M.	Grandeux 2R	30
5259 B.M.	Grandeux 2S	30
5260 B.M.	Grandeux 2T	30
5261 B.M.	Grandeux 2U	30
5262 B.M.	Grandeux 2V	30
5263 B.M.	Grandeux 2W	30
5283 B.M.	Grandeux 2X	30
5284 B.M.	Grandeux 2Y	30
5285 B.M.	Grandeux 2Z	30
5286 B.M.	Grandeux 3A	30

5287 B.M.	Grandeux 3B	30
5288 B.M.	Grandeux 3C	30
5289 B.M.	Grandeux 3D	30
5290 B.M.	Grandeux 3E	30
5291 B.M.	Grandeux 3F	30
5292 B.M.	Grandeux 3G	30
5293 B.M.	Grandeux 3H	30
5294 B.M.	Grandeux 3J	30
5295 B.M.	Grandeux 3K	30
5296 B.M.	Grandeux 3L	30
5297 B.M.	Grandeux 3M	30
5298 B.M.	Grandeux 3N	30
5299 B.M.	Grandeux 3 "O"	30
5300 B.M.	Grandeux 3P	30
5301 B.M.	Grandeux 3Q	30
5302 B.M.	Grandeux 3R	30
5303 B.M.	Grandeux 3S	30
5304 B.M.	Grandeux 3T	30
5305 B.M.	Grandeux 3U	30
5306 B.M.	Grandeux 3V	30
5310 B.M.	Grandeux 3W	30

- (b) The following eleven blocks of base mineral claims (pegged originally to cover sites near Whikwi on Exclusive Prospecting Order No. 24) all registered in the name of MESSINA and situated in the Mining District of Bulawayo, namely—

<i>Registered Number</i>	<i>Name</i>	<i>No. of Claims (Irons)</i>
6110 B.M.	Fe	30
6111 B.M.	Fe 2	30
6112 B.M.	Fe 3	30
6113 B.M.	Fe 4	30
6114 B.M.	Fe 5	30
6115 B.M.	Fe 6	30
6116 B.M.	Fe 7	30
6117 B.M.	Fe 8	30
6118 B.M.	Fe 9	30

6119 B.M.	Fe 10	30
6120 B.M.	Fe 11	30

- (c) All iron ore deposits pegged in terms of subparagraphs (i) and (ii) herein below set out within the areas described in Southern Rhodesia Government Gazettes No. 49 Vol. XXXI dated the 9th October, 1953, and No. 23 Vol. XXXII dated the 7th May, 1954, the whole of which areas have now collectively been declared a reserved area by the Government of Southern Rhodesia (Southern Rhodesia Government Notice No. 554 published in *Gazette* No. 6 Vol. XXXV dated the 8th February, 1957, refers) and are more fully described on the Plan Number BKB-3 dated the 9th February, 1957, hereunto annexed marked "A" (hereinafter referred to as "the reserved area"). MESSINA shall peg and acquire and shall transfer to RISCO mining claims in respect of—
- (i) all deposits of iron ore within the reserved area as are at the date hereof known to MESSINA, and
- (ii) all further deposits of iron ore within the reserved area as may in future be located and as RISCO may by notice in writing to MESSINA require MESSINA so to peg, acquire and transfer: PROVIDED THAT after receipt of such notice such further deposits shall be open for pegging and that MESSINA shall be entitled lawfully to peg the same.
- (d) Certain five blocks of base mineral claims known collectively as Smit's Limestone, all registered in the name of MESSINA and situated in the Mining District of Bulawayo, namely—

<i>Registered Number</i>	<i>Name</i>	<i>No. of Claims (Limestone)</i>
3542 B.M.	Belingwe Lime	30
3543 B.M.	Belingwe Lime "A"	30
3544 B.M.	Belingwe Lime "B"	30
3745 B.M.	Belingwe Lime South	30
4633 B.M.	Belingwe Lime South 2	30

- (e) All fixed plant and machinery on and owned and used by MESSINA in connection with the mining claims more fully described above.
- (f) All such of MESSINA's records, plans, drawings, books, correspondence and similar documents (or extracts therefrom) of a technical nature as relate solely to the mining claims referred to in subparagraphs (a), (b), (c) and (d) above: PROVIDED THAT MESSINA shall at all times on request from RISCO furnish to RISCO all material information contained in any such documents as relate in part only to the aforesaid mining claims and deposits located within the said reserved area.

2. Consideration

- (a) The consideration of the sale shall be the sum of £600 000 which shall be satisfied by the issue to MESSINA of 350 000 Ordinary Shares of the nominal value of £1 each in the capital of RISCO credited as fully paid up and by the payment of £250 000 in cash.
- (b) RISCO shall issue the said 350 000 Shares to MESSINA forthwith.
- (c) The said sum of £250 000 shall be payable at such times during the three years ending the 31st December, 1964, and in such instalments as RISCO may determine: PROVIDED THAT not less than £100 000 in the aggregate shall be paid during the year ending the 31st December, 1962, and not less than £100 000 in the aggregate or the balance of the said sum of £250 000 if such balance is less than £100 000 during the year ending the 31st December, 1963.

3. Payment of royalty

- (a) During a period of 99 years from the date of commencement of active mining operations RISCO shall pay to MESSINA a royalty of 6d. per short ton of 2 000 lb. on all iron ore and limestone mined, extracted or won from any claims acquired by RISCO in terms of Clause 1 above or otherwise from the reserved area and consumed, sold or alienated whether by RISCO or any other company, person, association or concern whatsoever.
- (b) RISCO shall keep or procure to be kept true and proper accounts of all iron ore and limestone so mined, extracted, won, consumed, sold or alienated and within one month after the end of each year RISCO shall deliver or procure to be delivered to MESSINA particulars in writing of all such iron ore and limestone so mined, extracted, won, consumed, sold or alienated during such year and shall at the same time pay or procure to be paid to MESSINA the aggregate amount of the said royalty payable in respect of such year.

4. Ancillary matters

- (a) RISCO shall take over the matters hereby agreed to be sold and purchased forthwith.
- (b) MESSINA shall keep RISCO indemnified against all liabilities in respect of damage claims arising from the development or working of the said deposits by MESSINA and outgoings in respect of the said deposits insofar as the same have not been disclosed by MESSINA to RISCO.

5. General

- (a) The headings of the several Clauses hereof are inserted for convenience only and shall not affect the construction hereof.
- (b) All the costs and expenses of and incidental to the preparation of this Agreement and of the completion thereof, and all the costs and expenses of and incidental to the registration of the transfer of mining claims purchased and acquired by RISCO in terms of Clause 1 hereof shall be borne by RISCO.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands at Salisbury, Southern Rhodesia, on this the ___ day of _____, 1957.

As Witnesses.

1.	
2.	
	THE MESSINA (TRANSVAAL) DEVELOPMENT COMPANY LIMITED.
	THE RHODESIAN IRON AND STEEL COMPANY (PRIVATE) LIMITED.

Schedule B (Section 9)

ADDENDUM TO MEMORANDUM OF AN AGREEMENT made and entered into by and between

THE GOVERNMENT OF THE COLONY OF SOUTHERN RHODESIA

acting herein by CYRIL JAMES HATTY in his capacity as Minister in charge of The Rhodesian Iron and Steel Commission, (hereinafter called "SRG") of the first part;

THE LANCASHIRE STEEL CORPORATION LIMITED

a Company incorporated in England whose registered office is at Bewsey Road, Warrington, England, represented herein by MICHAEL EDDINGTON CURRIE he being duly authorized thereto, of the second part;

STEWARTS AND LLOYDS LIMITED

a Company incorporated in Scotland whose registered office is at 41 Oswald Street, Glasgow, C.1, Scotland,

represented herein by BRIAN CYRIL WARNER, he being duly authorized thereto, of the third part;

THE MESSINA (TRANSSVAAL) DEVELOPMENT COMPANY LIMITED

a Company incorporated in the Union of South Africa whose registered office is at Messina, Northern Transvaal, represented herein by DAVID ERNEST COX he being duly authorized thereto, of the fourth part;

ANGLO AMERICAN CORPORATION OF SOUTH AFRICA LIMITED

a Company incorporated in the Union of South Africa whose registered office is at 44 Main Street, Johannesburg, Transvaal, represented herein by KEITH COURTNEY ACUTT he being duly authorized thereto, of the fifth part;

THE BRITISH SOUTH AFRICA COMPANY

a Company incorporated in England by Royal Charter whose head office is at 11 Old Jewry, London, E.C.2, England, represented herein by EDWARD SERRURIER NEWSON he being duly authorized thereto, of the sixth part;

RHODESIAN SELECTION TRUST LIMITED

a Company incorporated in Northern Rhodesia whose head office is at Hardwicke House, Salisbury, Southern Rhodesia, represented herein by JOHN HAWDON LASCELLES he being duly authorized thereto, of the seventh part;

THE RHODESIAN IRON AND STEEL COMPANY LIMITED

whose registered office is at Salisbury, Southern Rhodesia, represented herein by HOWARD HAYHURST TAYLOR he being duly authorized thereto, (hereinafter called "RISCO") of the eighth part;

TANGANYIKA CONCESSIONS LIMITED

a Company incorporated in England whose registered office is at Tanganyika House, Third Street, Salisbury, Southern Rhodesia, represented herein by THOMAS PATRICK COCHRAN he being duly authorized thereto, of the ninth part.

WITNESSETH:

WHEREAS by the Iron and Steel Industry Amendment Act, 1957, of Southern Rhodesia (No. 8 of 1957) the Main Agreement (hereinafter referred to as "the Main Agreement") set out in the Schedule to the said Act was ratified and confirmed:

AND WHEREAS Clause 4 of the Main Agreement makes provision for the methods by which further working capital can be made available to RISCO with the assistance of SRG:

AND WHEREAS Parts 1 and 2 of the First Schedule to the Main Agreement set out Short Particulars of certain First and Second Debenture Stocks and these particulars in Clause 2 of each Part provide, *inter alia*, for the security of the First Debenture Stock and the Second Debenture Stock:

AND WHEREAS the parties hereto have deemed it desirable to vary certain terms and provisions of the Main Agreement to assist RISCO in its undertaking:

NOW THEREFORE THESE PRESENTS WITNESSETH:

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

1. Dividends: Clause 2 of the Main Agreement

Clause 2 (d) of the Main Agreement shall be deleted and the following substituted therefor:

"(d) The parties hereto warrant and undertake that RISCO shall not declare any dividends prior to the 31st December, 1964, without the consent of SRG."

2. Clause 4 of the Main Agreement

Clause 4 of the Main Agreement shall be deleted and the following substituted therefor:

“4. Further Working Capital of RISCO

- (a) SRG undertakes that if required by RISCO so to do during the period ending the 31st December, 1964, it shall guarantee the repayment of, and payment of interest upon, any advances for further working capital made to RISCO by Bankers within the Federation of Rhodesia and Nyasaland in a sum, however, not to exceed ONE MILLION POUNDS (£1 000 000. 0. 0.) in the aggregate at any time (the amount from time to time thus guaranteed by SRG—as distinct from the amount advanced by the said Bankers from time to time to RISCO, together with interest thereon—is herein referred to as “the guaranteed amount”). And in consideration thereof RISCO shall pay SRG in each and every year during the currency of the aforesaid guarantee a fee calculated at the rate of ONE-QUARTER PER CENTUM (¼%) per annum calculated on the guaranteed amount from time to time, such fee to be—
- (i) payable half-yearly in arrear on the 30th June and 31st December in each and every year; and
- (ii) certified by RISCO’s Auditors.
- (b) Up to and including 31st December, 1962, RISCO shall at any time and from time to time be entitled to pass and register Notarial Bonds over its movable property in order to secure short term loans required by RISCO for the purposes of its business, such short term loans, however, not to exceed THREE MILLION POUNDS (£3 000 000. 0. 0.) in the aggregate at any time without the express written consent of SRG.”

3. Clause 2 of Short Particulars of First and Second Debenture Stocks

Clause 2 of Part 1 and Clause 2 of Part 2 of the First Schedule to the Main Agreement (dealing with Short Particulars of the First and Second Debenture Stocks) shall be deleted and the following substituted therefor:

Clause 2 of Part 1 of the First Schedule

“2. The First Debenture Stock will be constituted by a Trust Deed in favour of a Trustee to be appointed by RISCO and will be secured by a First Mortgage Bond or Bonds over RISCO’s immovable property supported by a First Notarial Collateral Bond or Bonds (in these Particulars referred to as “the Collateral Bonds”) over RISCO’s movable property for the time being:

PROVIDED THAT—

- (a) up to and including the 31st December, 1962, RISCO shall at any time and from time to time be entitled to pass and register Notarial Bonds over its movable property in order to secure short term loans required by RISCO for the purposes of its business, such short term loans, however, not to exceed THREE MILLION POUNDS (£3 000 000. 0. 0.) in the aggregate at any time without the express written consent of SRG;
- (b) RISCO shall not pass and register the Collateral Bonds until the Notarial Bonds securing the said short term loans have been cancelled; and
- (c) as and from the date of cancellation of the Notarial Bonds securing the said short term loans, RISCO shall have the right to register further Notarial Bonds over its movable property—ranking in priority to the Collateral Bonds—in order to secure advances from Bankers, not exceeding FIVE HUNDRED THOUSAND POUNDS (£500 000. 0. 0.) outstanding at any one time.”

Clause 2 of Part 2 of the First Schedule

“2. The Second Debenture Stock will be constituted by a Trust Deed in favour of the Secretary to the Treasury of the Southern Rhodesian Government as Trustee and will be secured by a Second Mortgage Bond or Bonds over RISCO’s immovable property supported by a Second Notarial Collateral Bond or Bonds (in these Particulars referred to as “the Collateral Bonds”) over RISCO’s movable property for the time being:

PROVIDED THAT—

- (a) the Second Mortgage Bond or Bonds and the Collateral Bonds shall rank subsequent to the First Mortgage Bond or Bonds and the Notarial Collateral Bond or Bonds securing the First Debenture Stock; and

- (b) up to and including the 31st December, 1962, RISCO shall at any time and from time to time be entitled to pass and register Notarial Bonds over its movable property in order to secure short term loans required by RISCO for the purposes of its business, such short term loans, however, not to exceed THREE MILLION POUNDS (£3 000 000. 0. 0.) in the aggregate at any time without the express written consent of SRG; and
- (c) RISCO shall not pass and register the Collateral Bonds until the Notarial Bonds securing the said short term loans have been cancelled; and
- (d) as and from the date of cancellation of the Notarial Bonds securing the said short term loans, RISCO shall have the right to register further Notarial Bonds over its movable property— ranking in priority to the Collateral Bonds—in order to secure advances from Bankers, not exceeding FIVE HUNDRED THOUSAND POUNDS (£500 000. 0. 0.) outstanding at any one time.

4. Clause 4 of the Short Particulars of First Debenture Stock

Clause 4 of Part I of the First Schedule to the Main Agreement (dealing with Short Particulars of the First Debenture Stock) shall be amended by the deletion of the words “1¼% above Bank of England rate at the date of issue or 5¾%, whichever is the greater” and the substitution therefor of the words “SIX AND ONE-HALF PER CENTUM (6½%)”.

Clause 4 of Part 1 of the First Schedule to the Main Agreement as then amended

shall read:—

“4. The TWO MILLION SEVEN HUNDRED AND FIFTY THOUSAND POUNDS (£2 750 000. 0. 0.) First

Debenture Stock referred to in the foregoing Agreement shall be issued as a whole upon the terms and conditions as to payment therein mentioned and shall carry interest at the rate per annum of SIX AND ONE-HALF PER CENTUM (6½%) and such interest shall be payable half yearly on the 30th June and 31st December in each year.”

PROVIDED THAT—

5. Governmental obligations

- (a) SRG shall use its utmost endeavours to ratify and confirm by appropriate legislation the several undertakings and guarantees given by it under this Agreement;
- (b) until such legislation has been promulgated no part of this Agreement shall be binding or confer any rights or obligations upon any person.

6. Costs

All legal costs and duties involved in negotiating, preparing and executing and securing this Agreement shall be paid by RISCO.

THUS DONE AND SIGNED at Salisbury, Southern Rhodesia, on this the 7th August, 1959, in the presence of the subscribing witnesses.

As Witnesses:

1. H. A. Shine	C. J. HATTY
2. W. R. Whaley	<i>The Government of the Colony of Southern Rhodesia.</i>

THUS DONE AND SIGNED at Salisbury on this the 7th August, 1959, in the presence of the subscribing witnesses.

As Witnesses:

1. R. C. Knight	M. E. CURRIE
2. D. W. Moss	<i>The Lancashire Steel Corporation Limited.</i>

THUS DONE AND SIGNED at Salisbury on this the 7th August, 1959, in the presence of the subscribing witnesses.

As Witnesses:

1. R. C. Knight	B. C WARNER
2. D. W. Moss	<i>Stewarts and Lloyds Limited.</i>

THUS DONE AND SIGNED at Salisbury on this the 7th August, 1959, in the presence of the subscribing witnesses.

As Witnesses:

1. R. C. Knight	D. E. COX
2. D. W. Moss	<i>The Messina (Transvaal) Development Company Limited.</i>

THUS DONE AND SIGNED at Salisbury on this the 7th August, 1959, in the presence of the subscribing witnesses.

As Witnesses:

1. A. G. F. Drake	K. C. ACUTT
2. D. W. Moss	<i>Anglo American Corporation of South Africa Limited.</i>

THUS DONE AND SIGNED at Salisbury on this the 7th August, 1959, in the presence of the subscribing witnesses.

As Witnesses:

1. R. C. Knight	E. S. NEWSON
2. D. W. Moss	<i>The British South Africa Company.</i>

THUS DONE AND SIGNED at Salisbury on this the 7th August, 1959, in the presence of the subscribing witnesses.

As Witnesses:

1. R. C. Knight	J. H. LASCELLES
2. D. W. Moss	<i>Rhodesian Selection Trust Limited.</i>

THUS DONE AND SIGNED at Salisbury on this the 7th August, 1959, in the presence of the subscribing witnesses.

As Witnesses:

1. A. G. F. Drake	H. H. TAYLOR
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2. R. C. Knight	<i>The Rhodesian Iron and Steel Company Limited.</i>
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THUS DONE AND SIGNED at Salisbury on this the 7th August, 1959, in the presence of the subscribing witnesses.

As Witnesses:

1. R. C. Knight	T. P. COCHRAN
2. D. W. Moss	<i>Tanganyika Concessions Limited.</i>

Schedule C (Section 11)

FURTHER ADDENDUM TO MEMORANDUM OF AN AGREEMENT made and entered into by and between
THE GOVERNMENT OF THE COLONY OF SOUTHERN RHODESIA

acting herein by CYRIL JAMES HATTY in his capacity as Minister in charge of The Rhodesian Iron and Steel Commission,

(hereinafter called "SRG") of the first part;

THE LANCASHIRE STEEL CORPORATION LIMITED

a Company incorporated in England whose registered office is at Bewsey Road, Warrington, England, represented herein by MICHAEL EDDINGTON CURRIE he being duly authorized thereto, of the second part;

STEWARTS AND LLOYDS LIMITED

a Company incorporated in Scotland whose registered office is at 41 Oswald Street, Glasgow, C.1, Scotland, represented herein by BRIAN CYRIL WARNER he being duly authorized thereto, of the third part;

THE MESSINA (TRANSVAAL) DEVELOPMENT COMPANY LIMITED

a Company incorporated in the Union of South Africa whose registered office is at Messina, Northern Transvaal, represented herein by PIETER ULRICH RISSIK he being duly authorized thereto, of the fourth part;

ANGLO AMERICAN CORPORATION OF SOUTH AFRICA LIMITED

a Company incorporated in the Union of South Africa whose registered office is at 44 Main Street, Johannesburg, Transvaal, represented herein by KEITH COURTNEY ACUTT he being duly authorized thereto, of the fifth part;

THE BRITISH SOUTH AFRICA COMPANY

a Company incorporated in England by Royal Charter whose head office is at 11 Old Jewry, London, E.C.2, England, represented herein by EDWARD SERRURIER NEWSON he being duly authorized thereto, of the sixth part;

RHODESIAN SELECTION TRUST LIMITED

a Company incorporated in Northern Rhodesia whose head office is at Hardwicke House, Salisbury, Southern Rhodesia, represented herein by FRANK EDWARD BUCH he being duly authorized thereto, of the seventh part;

THE RHODESIAN IRON AND STEEL COMPANY LIMITED

whose registered office is at Salisbury, Southern Rhodesia, represented herein by DEREK WILLIAM REGINALD HAYSOM he being duly authorized thereto, (hereinafter called "RISCO") of the eighth part;

TANGANYIKA CONCESSIONS LIMITED

a Company incorporated in England whose registered office is at Princes House, 95 Gresham Street, London, E.C.2, and whose head office is at Tanganyika House, Third Street, Salisbury, Southern Rhodesia, represented herein by THOMAS PATRICK COCHRAN he being duly authorized thereto, of the ninth part.

WITNESSETH:

WHEREAS by the Iron and Steel Industry Amendment Act, 1957, of Southern Rhodesia (No. 8 of 1957) the Main Agreement (hereinafter referred to as “the Main Agreement”) set out in the Schedule to Act No. 8 of 1957 was ratified and confirmed:

AND WHEREAS Clause 4 of the Main Agreement made provision for the methods by which further working capital could be made available to RISCO with the assistance of SRG:

AND WHEREAS by the Iron and Steel Industry Amendment Act, 1959, of Southern Rhodesia (No. 64 of 1959) the Agreement (hereinafter referred to as “the First Amending Agreement”) set out in the Schedule to Act No. 64 of 1959 was ratified and confirmed:

AND WHEREAS by virtue of the First Amending Agreement Clause 4 of the Main Agreement was deleted and another Clause substituted therefor:

AND WHEREAS in order to assist RISCO in its undertaking the parties hereto have deemed it desirable further to amend Clause 4 of the Main Agreement.

NOW THEREFORE THESE PRESENTS WITNESSETH:

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

1. Further amendment of Clause 4 of the Main Agreement.

The caption to Clause 4 of the Main Agreement, namely “Further working Capital of RISCO”, together with Clause 4 (a) of the Main Agreement, as amended by Clause 2 of the First Amending Agreement, are hereby deleted and the following substituted:

“4. Borrowings by RISCO

- (a) SRG undertakes that if required by RISCO so to do during the period ending the 31st December, 1964, it shall guarantee the repayment of, and payment of interest upon, any advances for the purposes of RISCO’s business made to RISCO by Bankers within the Federation of Rhodesia and Nyasaland, in a sum, however, not to exceed ONE MILLION POUNDS (£1 000 000. 0. 0.) in the aggregate at any time (the amount from time to time thus guaranteed by SRG—as distinct from the amount advanced by the said Bankers from time to time to RISCO, together with interest thereon—is herein referred to as “the guaranteed amount”). And in consideration thereof RISCO shall pay SRG in each and every year during the currency of the aforesaid guarantee a fee calculated at the rate of ONE-QUARTER PER CENTUM (¼%) per annum calculated on the guaranteed amount from time to time, such fee to be—
- (i) payable half-yearly in arrear on the 30th June and the 31st December in each and every year; and
- (ii) certified by RISCO’s Auditors.”.

2. Governmental obligations

- (a) SRG shall use its utmost endeavours to ratify and confirm by appropriate legislation the several undertakings and guarantees given by it under this Agreement;
- (b) Until such legislation has been promulgated no part of this Agreement shall be binding or confer any rights or obligations upon any person.

3. Costs

All legal costs and duties involved in negotiating, preparing and executing and securing this Agreement shall be paid by RISCO.

THUS DONE AND SIGNED at Salisbury on this the 7th July, 1960, in the presence of the subscribing witnesses.

As Witnesses:

1. D. S. Tomlinson	C. J. HATTY, <i>The Government of the Colony of Southern Rhodesia.</i>
2. W. R. Whaley	

THUS DONE AND SIGNED at Salisbury on this the 5th July, 1960, in the presence of the subscribing witnesses.

As Witnesses:

1. D. J. Fry	M. E. CURRIE, <i>The Lancashire Steel Corporation Limited.</i>
2. A. G. F. Drake	

THUS DONE AND SIGNED at Salisbury on this the 4th July, 1960, in the presence of the subscribing witnesses.

As Witnesses:

1. A. I. Laing	B. C. WARNER, <i>Stewarts and Lloyds Limited.</i>
2. H. E. Davis	

THUS DONE AND SIGNED at Johannesburg on this the 1st July, 1960, in the presence of the subscribing witnesses.

As Witnesses:

1. J. E. AREND	P. U. RISSIK <i>The Messina (Transvaal) Development Company Limited.</i>
2. R. E. C. JOBLING	

THUS DONE AND SIGNED at Salisbury on this the 4th July, 1960, in the presence of the subscribing witnesses.

As Witnesses:

1. N. M. ARCHIBALD	K. C. ACUTT <i>Anglo American Corporation of South Africa Limited.</i>
2. B. J. EVANS	

THUS DONE AND SIGNED at Salisbury on this the 4th July, 1960, in the presence of the subscribing witnesses.

As Witnesses:

1. H. HOLMES	E. S. NEWSON <i>The British South Africa Company</i>
2. V. E. DONALD	

THUS DONE AND SIGNED at Salisbury on this the 4th July, 1960, in the presence of the subscribing witnesses.

As Witnesses:

1. M. M. EWELS	F. E. BUCH <i>Rhodesian Selection Trust Limited.</i>
2. M. GLOVER	

THUS DONE AND SIGNED at Salisbury on this the 5th July, 1960, in the presence of the subscribing witnesses.

As Witnesses:

1. D. J. FRY	D. W. R. HAYSOM <i>The Rhodesian Iron and Steel Company Limited.</i>
2. A. G. F. DRAKE	

THUS DONE AND SIGNED at Salisbury on this the 4th July, 1960, in the presence of the subscribing witnesses.

As Witnesses:

1. S. JAZDOWSKA	T. P. COCHRAN <i>Tanganyika Concession Limited.</i>
2. K. POOLE	

Schedule D (Section 12)

FURTHER ADDENDUM TO MEMORANDUM OF AGREEMENT made and entered into by and between

THE GOVERNMENT OF THE COLONY OF SOUTHERN RHODESIA

acting herein by Ian Douglas Smith in his capacity as Minister in charge of the Rhodesian Iron and Steel Commission (hereinafter called "SRG") of the first part;

THE LANCASHIRE STEEL CORPORATION LIMITED

a Company incorporated in England whose registered office is at Bewsey Road, Warrington, England, represented herein by Michael Eddington Currie he being duly authorized thereto, of the second part;

STEWARTS AND LLOYDS LIMITED

a Company incorporated in Scotland whose registered office is at 41, Oswald Street, Glasgow, C.1., Scotland, represented herein by Brian Cyril Warner he being duly authorized thereto, of the third part;

THE MESSINA (TRANSVAAL) DEVELOPMENT COMPANY LIMITED

a Company incorporated in the Republic of South Africa whose registered office is at Messina, Northern Transvaal, represented herein by Jean Emile Arend he being duly authorized thereto, of the fourth part;

ANGLO AMERICAN CORPORATION OF SOUTH AFRICA LIMITED

a Company incorporated in the Republic of South Africa whose registered office is at 44, Main Street, Johannesburg, Transvaal, represented herein by Philip Henry Akerman Brownrigg he being duly authorized thereto, of the fifth part;

THE BRITISH SOUTH AFRICA COMPANY INVESTMENTS LIMITED

a Company incorporated in England whose head office is at 11, Old Jewry, London E.C.2., England, represented herein by Walter Curlewis Krogh he being duly authorized thereto, (hereinafter called "BSA Investments") of the sixth part;

RHODESIAN SELECTION TRUST LIMITED

a Company incorporated in Northern Rhodesia whose head office is at Livingstone House, Salisbury, Southern Rhodesia, represented herein by Frank Edward Buch he being duly authorized thereto, of the seventh part;

THE RHODESIAN IRON AND STEEL COMPANY LIMITED

whose registered office is at Salisbury, Southern Rhodesia, represented herein by Derek William Reginald Haysom he being duly authorized thereto, (hereinafter called "RISCO") of the eighth part; and

TANGANYIKA CONCESSIONS LIMITED

a Company incorporated in England whose registered office is at Princes House, 95, Gresham Street, London E.C.2., and whose head office is at Tanganyika House, Third Street, Salisbury, Southern Rhodesia, represented herein by Thomas Patrick Murray Cochran he being duly authorized thereto, of the ninth part;

WITNESSETH:

WHEREAS by the Iron and Steel Industry Amendment Act, 1957 of Southern Rhodesia (No. 8 of 1957) the Main Agreement (hereinafter referred to as "the Main Agreement") set out in the Schedule to Act [No. 8 of 1957](#) was ratified and confirmed;

AND WHEREAS Clause 4 of the Main Agreement made provision for the methods by which further working capital could be made available to RISCO with the assistance of SRG;

AND WHEREAS by the Iron and Steel Industry Amendment Act, 1959 of Southern Rhodesia (No. 64 of 1959) the Agreement (hereinafter referred to as "the First Amending Agreement") set out in the Schedule to Act [No. 64 of 1959](#) was ratified and confirmed;

AND WHEREAS by virtue of the First Amending Agreement Clause 4 of the Main Agreement was deleted and another Clause substituted therefor;

AND WHEREAS by the Iron and Steel Industry Amendment Act, 1960 of Southern Rhodesia (No. 28 of 1960) the Agreement (hereinafter referred to as "the Second Amending Agreement") set out in the Schedule to Act [No. 28 of 1960](#) was ratified and confirmed;

AND WHEREAS by virtue of the Second Amending Agreement Sub-Clause (a) of Clause 4 of the Main Agreement as amended by Clauses 2 and 1 of the First and Second Amending Agreement respectively was deleted and another Sub-Clause substituted therefor;

AND WHEREAS by agreement entered into in 1961 between all the parties hereto and THE BRITISH SOUTH AFRICA COMPANY (hereinafter called "the BSA Company") the BSA Company ceded, assigned and made over all its rights and obligations under the Main Agreement as amended by the First and the Second Amending Agreements as a result of which BSA Investments became a party to the Main Agreement as amended in place of the BSA Company;

AND WHEREAS in order to assist RISCO in its undertaking the parties hereto have deemed it desirable further to amend Sub-Clause (a) of Clause 4 of the Main Agreement.

NOW THEREFORE THESE PRESENTS WITNESSETH:

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

1. Further Amendment of Clause 4 of the Main Agreement

Sub-Clause (a) of Clause 4 of the Main Agreement, as amended by Clauses 2 and 1 of the First and Second Amending Agreements is hereby deleted and the following substituted therefor:

"4.: Borrowings by RISCO

- (a) SRG undertakes that if required by RISCO so to do during the period ending 31st December, 1964, it shall guarantee—
 - (i) the repayment of, and payment of interest upon, any advances for the purposes of RISCO's business made to RISCO by Bankers within Southern Rhodesia in a sum, however, not to exceed ONE

MILLION POUNDS (£1 000 000. 0. 0.) in the aggregate at any time; and

- (ii) the repayment of, and payment of interest upon, any advances made to RISCO by Bankers within Southern Rhodesia, for the purposes of financing or refinancing RISCO's pig iron export shipments in a sum, however, not to exceed SEVEN HUNDRED THOUSAND POUNDS (£700 000) in the aggregate at any time;

(The amounts from time to time thus guaranteed by SRG under paragraphs (i) and (ii) of this Sub-Clause—as distinct from the amounts advanced by the said Bankers from time to time to RISCO, together with interest thereon—are herein referred to as “the guaranteed amounts”.) And in consideration therefor RISCO shall pay SRG in each and every year during the currency of the aforesaid guarantees a fee calculated at the rate of ONE-QUARTER PER CENTUM ($\frac{1}{4}\%$) per annum calculated on the guaranteed amounts from time to time, such fee to be—

- (i) payable half-yearly in arrear on the 30th June and 31st December in each and every year; and
(ii) certified by RISCO's Auditors”.

2. Governmental obligations

- (a) SRG shall use its utmost endeavours to ratify and confirm by appropriate legislation the several undertakings and guarantees given by it under this Agreement;
- (b) Until such legislation has been promulgated no part of this Agreement shall be binding or confer any rights or obligations upon any person.

3. Costs

All legal costs and duties involved in negotiating, preparing and executing and securing this Agreement shall be paid by RISCO.

THUS DONE AND SIGNED by SRG at Salisbury on the 26th day of November, 1963, in the presence of the subscribing witnesses.

As Witnesses:

1. D. V. M. BRADLEY	IAN DOUGLAS SMITH for <i>The Government of the Colony of Southern Rhodesia.</i>
2. E. A. WRANGLE	

THUS DONE AND SIGNED by THE LANCASHIRE STEEL CORPORATION LIMITED at Salisbury On the 18th day Of November, 1963, in the presence of the subscribing witnesses.

As Witnesses:

1. E. S. NEWSON	M. E. CURRIE for <i>The Lancashire Steel Corporation Limited.</i>
2. C. C. HOGG	

THUS DONE AND SIGNED by STEWARTS AND LLOYDS LIMITED at Salisbury on the 18th day of November, 1963, in the presence of the subscribing witnesses.

As Witnesses:

1. D. WRIGHT	B. C. WARNER for <i>Stewarts and Lloyds Limited.</i>
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2. J. D. BOCKING	
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THUS DONE AND SIGNED by THE MESSINA (TRANSSVAAL) DEVELOPMENT COMPANY LIMITED at Salisbury on the 18th day of November, 1963, in the presence of the subscribing witnesses.

As Witnesses:

1. M. SKIPWORTH	J. E. AREND for <i>The Messina (Transvaal) Development Company Limited.</i>
2. W. M. HARVEY	

THUS DONE AND SIGNED by ANGLO AMERICAN CORPORATION OF SOUTH AFRICA LIMITED at Salisbury on the 18th day of November, 1963, in the presence of the subscribing witnesses.

As Witnesses:

1. H. H. TAYLOR	P. H. A. BROWNRIGG for <i>Anglo American Corporation of South Africa Limited.</i>
2. A. G. F. DRAKE	

THUS DONE AND SIGNED by BSA INVESTMENTS at Salisbury on the 18th day of November, 1963, in the presence of the subscribing witnesses.

As Witnesses:

1. C. WILSON HARRIS	W. C. KROGH for <i>The British South Africa Company Investments Limited</i>
2. P. SKINNER	

THUS DONE AND SIGNED by RHODESIAN SELECTION TRUST LIMITED at Salisbury on the 25th day of November, 1963, in the presence of the subscribing witnesses.

As Witnesses:

1. G. CASETTI	F. E. BUCH for <i>Rhodesian Selection Trust Limited.</i>
2. D. C. DYKES	

THUS DONE AND SIGNED by RISCO at Salisbury on the 18th day of November, 1963, in the presence of the subscribing witnesses

As Witnesses:

1. A. G. F. DRAKE	D. W. R. HAYSOM for <i>The Rhodesian Iron and Steel Company Limited.</i>
2. D. J. FRY	

THUS DONE AND SIGNED by TANGANYIKA CONCESSIONS LIMITED at Salisbury on the 19th day of November 1963, in the presence of the subscribing witnesses.

As Witnesses:

1. S. K. HILL	T. P. M. COCHRAN for <i>Tanganyika Concessions Limited</i>
2. KATHLEEN POOLE	