

THE MINERAL RIGHTS IN TRIBAL TERRITORIES ACT, 1967

No. 31



of 1967

AN ACT TO PROVIDE FOR THE VESTING OF MINERAL RIGHTS IN TRIBAL TERRITORIES IN THE REPUBLIC OF BOTSWANA

Date of Assent : 27th September, 1967.

Date of Commencement : 29th September, 1967.

ENACTED by the Parliament of Botswana

Short Title

1. This Act may be cited as the Mineral Rights in Tribal Territories Act, 1967.

Vesting of Tribal Mineral Rights in the State

2. (1) There shall be transferred to and vest in the Republic of Botswana all the right, title and interest of the —

- (a) Bakwena Tribe and the Chief thereof in or to minerals within the Bakwena Tribal Territory in accordance with the terms and conditions of the Agreement set out in the First Schedule;

- (b) Bamangwato Tribe and Tribal Authority in or to minerals within the Bamangwato Tribal Territory in accordance with the terms and conditions of the Agreement set out in the Second Schedule;
 - (c) Bangwaketse Tribe and the Chief thereof in or to minerals within the Bangwaketse Tribal Territory in accordance with the terms and conditions of the Agreement set out in the Third Schedule;
 - (d) Batawana Tribe and the Chief thereof in or to minerals within the Batawana Tribal Territory in accordance with the terms and conditions of the Agreement set out in the Fourth Schedule;
 - (e) Barolong Tribe and the Chief thereof in or to minerals within the area known as the Barolong Farms in accordance with the terms and conditions of the Agreement set out in the Fifth Schedule;
 - (f) Bakgatla Tribe and the Chief thereof in or to minerals within the Bakgatla Tribal Territory in accordance with the terms and conditions of the Agreement set out in the Sixth Schedule;
 - (g) Bamalete Tribe and the Chief thereof in or to minerals within the Bamalete Tribal Territory in accordance with the terms and conditions of the Agreement set out in the Seventh Schedule.
- (2) The provisions of the Agreements set out in the First to Seventh Schedules inclusive shall have the force of law.

FIRST SCHEDULE

MEMORANDUM OF AGREEMENT between —

HIS EXCELLENCY SIR SERETSE KHAMA, knight of the Most Excellent Order of the British Empire, President of the Republic of Botswana and as such head of the executive government of Botswana;

and

NEALE MOLAODI SECHELE, Chief of the Bakwena Tribe, in his capacity as such and for and on behalf of the Bakwena Tribe, acting with the approval of the Kweneng District Council and after consultation with the Tribe in the customary manner in accordance with the provisions of the Chieftainship Law, 1965 (hereinafter referred to as the Tribe);

NOW WHEREAS the Tribe is the owner of certain minerals within its tribal territory and of rights appertaining thereto or connected therewith;

AND WHEREAS it is just and equitable that such resources should enure to the benefit of all the inhabitants of Botswana and not to the benefit of a section thereof;

AND WHEREAS, in consequence, it is the desire of the parties that provision should be made by Act of Parliament for transferring to and vesting in the Pre-

sident on behalf of the Republic of Botswana the mineral resources and related rights, benefits and privileges of the Tribe and Chief;

AND WHEREAS the parties wish to record their desire as aforesaid;

NOW THEREFORE it is agreed —

1. There should be transferred to and vest in the President on behalf of the Republic of Botswana without compensation all the right, title and interest of the Tribe and Chief thereof in or to minerals within the Bakwena Tribal Territory including all mineral rights heretofore vested in the Tribe and Chief thereof and all moneys accruing to the Tribe or Chief thereof under any Crown or State Grant of mineral rights.

2. Where, in consequence of the vesting in the President on behalf of the Republic of Botswana of the rights enumerated in clause 1 of this Agreement, any moneys are, from time to time, paid to the Government under the provisions of any existing Crown Grant of mineral rights or under the provisions of any existing or future State Grant of mineral rights, by way of prospecting or mining rental (but not registration rental) for any area of land to which the grantee has been granted mineral rights as aforesaid, being an area within which the Tribe is, at the date of the signature of this Agreement, the residuary owner of the minerals and mineral rights, such moneys shall be paid by the Government to the Kweneng District Council.

3. The parties record it as their desire that effect should be given to the provisions of this Agreement by Act of Parliament.

4. For the purposes of this Agreement —

“mineral rights” means rights to prospect, search for, win or appropriate minerals;

“mineral” or “minerals” means any constituent of the crust of the earth including diamonds, oil and oil shale; but does not include —

- (i) soil or subsoil, sand, sandstone or gravel;
- (ii) stone suitable for building, road making, ballasting railways or similar purposes;
- (iii) salt or clay reasonably required by members of the Bakwena Tribe for their pastoral, agricultural or domestic purposes.

IN WITNESS WHEREOF the parties thereto have hereunder set their hands in the presence of the undersigned witnesses at Gaborones this 14th day of July, 1967.

Witnesses

1. J.G. HASKINS

SERETSE KHAMA

.....
President

2. E.M.K. KGABO

Witnesses

1. N.B. KGOSIENCHO

N.M. SECHELE II

.....
Chief

2. S. MATLHABAPHIRI

SECOND SCHEDULE

MEMORANDUM OF AGREEMENT between —

HIS EXCELLENCY SIR SERETSE KHAMA, Knight of the Most Excellent Order of the British Empire, President of the Republic of Botswana and as such head of the executive government of Botswana;

and

LEAPEETSWE TSHEKEDI KHAMA, Tribal Authority for the Bamangwato Tribe, in his capacity as such and for and on behalf of the Bamangwato Tribe, acting with the approval of the Central District Council and after consultation with the Tribe in the customary manner in accordance with the provisions of the Chieftainship Law, 1965 (hereinafter referred to as the Tribe);

NOW WHEREAS the Tribe is the owner of certain minerals within its tribal territory and of rights appertaining thereto or connected therewith;

AND WHEREAS it is just and equitable that such resources should enure to the benefit of all the inhabitants of Botswana and not to the benefit of a section thereof;

AND WHEREAS, in consequence, it is the desire of the parties that provision should be made by Act of Parliament for transferring to and vesting in the Pre-

sident on behalf of the Republic of Botswana the mineral resources and related rights, benefits and privileges of the Tribe and Tribal Authority;

AND WHEREAS the parties wish to record their desire as aforesaid;

NOW THEREFORE it is agreed —

1. There should be transferred to and vest in the President on behalf of the Republic of Botswana without compensation all the right, title and interest of the Tribe and Tribal Authority in or to minerals within the Bamangwato Tribal Territory including all mineral rights heretofore vested in the Tribe and Tribal Authority and all right to any moneys accruing to the Tribe or Tribal Authority under any Crown or State Grant of mineral rights.

2. There should be transferred to and vest in the President on behalf of the Republic of Botswana without compensation all the right, title and interest of the Tribe and Tribal Authority in and to an agreement made on the 2nd day of June, 1959, between the African Authority for the Bamangwato Tribe and Rhodesian Selection Trust Exploration Limited and all the right, title and interest of the Tribe and Tribal Authority in a Deed of Concession made on the 26th day of November, 1959, between the African Authority of the Bamangwato Tribe and Bamangwato Concessions Limited.

3. Where, in consequence of the vesting in the President on behalf of the Republic of Botswana of the rights enumerated in clauses 1 and 2 of this Agreement, any moneys are, from time to time, paid to the Government under the provisions of any existing mineral concession or Crown Grant of mineral rights or under the provisions of any existing or future State Grant of mineral rights, by way of prospecting or mining rental (but not registration rental) for any area of land to which the concessionaire or grantee has been conceded or granted mineral rights as aforesaid, being an area within which the Tribe is, at the date of the signature of this Agreement, the residuary owner of the minerals and mineral rights, such moneys shall be paid by the Government to the Central District Council.

4. The parties record it as their desire that effect should be given to the provisions of this Agreement by Act of Parliament.

5. For the purposes of this Agreement —

“mineral rights” means right to prospect, search for, win or appropriate minerals;

“mineral” or “minerals” means any constituent of the crust of the earth including diamonds, oil and oil shale; but does not include —

(i) soil or subsoil, sand, sandstone or gravel;

(ii) stone suitable for building, road making, ballasting railways or similar purposes;

(iii) salt or clay reasonably required by members of the Bamangwato Tribe for their pastoral, agricultural or domestic purposes.

IN WITNESS WHEREOF the parties thereto have hereunder set their hands in the presence of the undersigned witnesses at Gaborone this 4th day of April, 1967.

Witnesses

1. J.G. HASKINS

SERETSE KHAMA
.....
President

2. E.M.K. KGABO

Witnesses

1. B.G. RATSHOSA

LEAPEETSWE
.....
Tribal Authority

2. J.K. PHIRI

THIRD SCHEDULE

MEMORANDUM OF AGREEMENT between —

HIS EXCELLENCY SIR SERETSE KHAMA, Knight of the Most Excellent Order of the British Empire, President of the Republic of Botswana and as such head of the executive government of Botswana;

and

BATHOEN GASITSWE Chief of the Bangwaketse Tribe, in his capacity as such and for and on behalf of the Bangwaketse Tribe, acting with the approval of the Bangwaketse District Council and after consultation with the Tribe in the customary manner and in accordance with the provisions of the Chieftainship Law, 1965 (hereinafter referred to as the Tribe);

NOW WHEREAS the Tribe is the owner of certain minerals within its tribal territory and of rights appertaining thereto or connected therewith;

AND WHEREAS it is just and equitable that such resources should enure to the benefit of all the inhabitants of Botswana and not to the benefit of a section thereof;

AND WHEREAS, in consequence, it is the desire of the parties that provision should be made by Act of Parliament for transferring to and vesting in the President of behalf of the Republic of Botswana the mineral resources and related rights, benefits and privileges of the Tribe and Chief;

AND WHEREAS the parties wish to record their desire as aforesaid:

NOW THEREFORE it is agreed —

1. There should be transferred to and vest in the President on behalf of the Republic of Botswana without compensation all the right, title and interest of the Tribe and Chief thereof in or to minerals within the Bangwaketse Tribal Territory including all mineral rights heretofore vested in the Tribe and Chief thereof and all moneys accruing to the Tribe and Chief thereof under any Crown or State Grant of mineral rights.

2. Where, in consequence of the vesting in the President on behalf of the Republic of Botswana of the rights enumerated in clause 1 of this Agreement, any moneys are, from time to time, paid to the Government under the provisions of any existing Crown Grant of mineral rights or under the provisions of any existing or future State Grant of mineral rights, by way of prospecting or mining rental (but not registration rental) for any area of land to which the grantee has been granted mineral rights as aforesaid, being an area within which the Tribe is, at the date of the signature of this Agreement, the residuary owner of the minerals and mineral rights, such moneys shall be paid by the Government to the Bangwaketse District Council.

3. The parties record it as their desire that effect should be given to the provisions of this Agreement by Act of Parliament.

4. For the purposes of this Agreement —

“mineral rights” means rights to prospect, search for, win or appropriate minerals;

“mineral” or “minerals” means any constituent of the crust of the earth including diamonds, oil and oil shale; but does not include —

- (i) soil or subsoil, sand, sandstone or gravel;
- (ii) stone suitable for building, road making, ballasting railways or similar purposes;
- (iii) salt or clay reasonably required by members of the Bangwaketse Tribe for their pastoral, agricultural or domestic purposes.

IN WITNESS WHEREOF the parties thereto have hereunder set their hands in the presence of the undersigned witnesses at Gaborones this 17th day of July, 1967.

Witnesses

1. Q.K.J. MASIRE

..... SERETSE KHAMA
President

2. E.M.K. KGABO

Witnesses

1. M.S. GASEITSIWE

..... BATHOEN II
Chief

2. K.M. KGOPO

FOURTH SCHEDULE

MEMORANDUM OF AGREEMENT between —

HIS EXCELLENCY SIR SERETSE KHAMA, Knight of the Most Excellent Order of the British Empire, President of the Republic of Botswana and as such head of the executive government of Botswana;

and

LETSHOLATHEBE MOREMI III, Chief of the Batawana Tribe, in his capacity as such and for and on behalf of the Batawana Tribe, acting with the approval of the North West District Council and after consultation with the Tribe in the customary manner and in accordance with the provisions of the Chieftainship Law, 1965 (hereinafter referred to as the Tribe);

NOW WHEREAS the Tribe is the owner of certain minerals within its tribal territory and of rights appertaining thereto or connected therewith;

AND WHEREAS it is just and equitable that such resources should enure to the benefit of all the inhabitants of Botswana and not to the benefit of a section thereof;

AND WHEREAS, in consequence, it is the desire of the parties that provision should be made by Act of Parliament for transferring to and vesting in the President on behalf of the Republic of Botswana the mineral resources and related rights, benefits and privileges of the Tribe and Chief;

AND WHEREAS the parties wish to record their desire as aforesaid:

NOW THEREFORE it is agreed —

1. There should be transferred to and vest in the President on behalf of the Republic of Botswana without compensation all the right, title and interest of the Tribe and Chief thereof in or to minerals within the Batawana Tribal Territory including all mineral rights heretofore vested in the Tribe and Chief thereof and all moneys accruing to the Tribe and Chief thereof under any Crown or State Grant of mineral rights.

2. Where, in consequence of the vesting in the President on behalf of the Republic of Botswana of the rights enumerated in clause 1 of this Agreement, any moneys are, from time to time, paid to the Government under the provisions of any existing Crown Grant of mineral rights or under the provisions of any existing or future State Grant of mineral rights, by way of prospecting or mining rental (but not registration rental) for any area of land to which the grantee has been granted mineral rights as aforesaid, being an area within which the Tribe is, at the date of the signature of this Agreement, the residuary owner of the minerals and mineral rights, such moneys shall be paid by the Government to the North West District Council.

3. The parties record it as their desire that effect should be given to the provisions of this Agreement by Act of Parliament.

4. For the purposes of this Agreement —

“mineral rights” means rights to prospect, search for, win or appropriate minerals;

“mineral” or “minerals” means any constituent of the crust of the earth including diamonds, oil and oil shale; but does not include —

- (i) soil or subsoil, sand, sandstone or gravel;
- (ii) stone suitable for building, road making, ballasting railways or similar purposes;
- (iii) salt or clay reasonably required by members of the Batawana Tribe for their pastoral, agricultural or domestic purposes.

IN WITNESS WHEREOF the parties thereto have hereunder set their hands in the presence of the undersigned witnesses at Gaborone this 17th day of July, 1967.

Witnesses

1. J.G. HASKINS

SERETSE KHAMA

.....
President

2. E.M.K. KGABO

Witnesses

1. M. MOGALAKWE

L. MOREMI III

.....
Chief

2. K. MONWELA

FIFTH SCHEDULE

MEMORANDUM OF AGREEMENT between —

HIS EXCELLENCY SIR SERETSE KHAMA, Knight of the Most Excellent Order of the British Empire, President of the Republic of Botswana and as such head of the executive government of Botswana;

and

KEBALEPILE MONTSHIWA, Chief of the Barolong Tribe, in his capacity as such and for and on behalf of the Barolong Tribe, acting with the approval of the Bangwaketse District Council and after consultation with the Tribe in customary manner and in accordance with the provisions of the Chieftainship Law, 1965 (hereinafter referred to as the Tribe);

NOW WHEREAS the Tribe is the owner of certain minerals within the area known as the Barolong Farms and of rights appertaining thereto or connected therewith;

AND WHEREAS it is just and equitable that such resources should enure to the benefit of all the inhabitants of Botswana and not to the benefit of a section thereof;

AND WHEREAS, in consequence, it is the desire of the parties that provision should be made by Act of Parliament for transferring to and vesting in the Presi-

dent on behalf of the Republic of Botswana the mineral resources and related rights, benefits and privileges of the Tribe and Chief;

AND WHEREAS the parties wish to record their desire as aforesaid:

NOW THEREFORE it is agreed —

1. There should be transferred to and vest in the President on behalf of the Republic of Botswana without compensation all the right, title and interest of the Tribe and Chief thereof in or to minerals within the area known as the Barolong Farms including all mineral rights heretofore vested in the Tribe and Chief thereof and all moneys accruing to the Tribe and Chief thereof under any Crown or State Grant of mineral rights.

2. Where, in consequence of the vesting in the President on behalf of the Republic of Botswana of the rights enumerated in clause 1 of this Agreement, any moneys are, from time to time, paid to the Government under the provisions of any existing Crown Grant of mineral rights or under the provisions of any existing or future State Grant of mineral rights, by way of prospecting or mining rental (but not registration rental) for any area of land to which the grantee has been granted mineral rights as aforesaid, being an area within which the Tribe is, at the date of the signature of this Agreement, the residuary owner of the minerals and mineral rights, such moneys shall be paid by the Government to the Bangwaketse District Council.

3. The parties record it as their desire that effect should be given to the provisions of this Agreement by Act of Parliament.

4. For the purposes of this Agreement —

“mineral rights” means rights to prospect, search for, win or appropriate minerals;

“mineral” or “minerals” means any constituent of the crust of the earth including diamonds, oil and oil shale; but does not include —

- (i) soil or subsoil, sand, sandstone or gravel;
- (ii) stone suitable for building, road making, ballasting railways or similar purposes;
- (iii) salt or clay reasonably required by members of the Barolong Tribe for their pastoral, agricultural or domestic purposes.

IN WITNESS WHEREOF the parties thereto have hereunder set their hands in the presence of the undersigned witnesses at Gaborone this 18th day of July, 1967.

Witnesses

1. J.G. HASKINS

SERETSE KHAMA
.....
President

2. E.M.K. KGABO

Witnesses

1. N.M. KGABI

K.L. MONTSHIWA
.....
Chief

2. T.T. SELEKA

SIXTH SCHEDULE

MEMORANDUM OF AGREEMENT between —

HIS EXCELLENCY SIR SERETSE KHAMA, Knight of the Most Excellent Order of the British Empire, President of the Republic of Botswana and as such head of the executive government of Botswana;

and

LINCHWE KGAFELA II, Chief of the Bakgatla Tribe, in his capacity as such and for and on behalf of the Bakgatla Tribe, acting with the approval of the Kgatleng District Council and after consultation with the Tribe in the customary manner and in accordance with the provisions of the Chieftainship Law, 1965 (hereinafter referred to as the Tribe);

NOW WHEREAS the Tribe is the owner of certain minerals within its tribal territory and of rights appertaining thereto or connected therewith;

AND WHEREAS it is just and equitable that such resources should enure to the benefit of all the inhabitants of Botswana and not to the benefit of a section thereof;

AND WHEREAS, in consequence, it is the desire of the parties that provision should be made by Act of Parliament for transferring to and vesting in the President on behalf of the Republic of Botswana the mineral resources and related rights, benefits and privileges of the Tribe and Chief;

AND WHEREAS the parties wish to record their desire as aforesaid:

NOW THEREFORE it is agreed —

1. There should be transferred to and vest in the President on behalf of the Republic of Botswana without compensation all the right, title and interest of the Tribe and Chief thereof in or to minerals within the Bakgatla Tribal Territory including all mineral rights heretofore vested in the Tribe and Chief thereof and all moneys accruing to the Tribe and Chief thereof under any Crown or State Grant of mineral rights.

2. Where, in consequence of the vesting in the President on behalf of the Republic of Botswana of the rights enumerated in clause 1 of this Agreement, any moneys are from time to time, paid to the Government under the provisions of any existing Crown Grant of mineral rights or under the provisions of any existing or future State Grant of mineral rights, by way of prospecting or mining rental (but not registration rental) for any area of land to which the grantee has been granted mineral rights as aforesaid, being an area of this Agreement, the residuary owner of the minerals and mineral rights, such moneys shall be paid by the Government to the Kgatleng District Council.

3. The parties record it as their desire that effect should be given to the provisions of this Agreement by Act of Parliament.

4. For the purposes of this Agreement —

“mineral rights” means rights to prospect, search for, win or appropriate minerals;

“mineral” or “minerals” means any constituent of the crust of the earth including diamonds, oil and oil shale; but does not include —

- (i) soil or subsoil, sand, sandstone or gravel;
- (ii) stone suitable for building, road making, ballasting railways or similar purposes;
- (iii) salt or clay reasonably required by members of the Bakgatla Tribe for their pastoral, agricultural or domestic purposes.

IN WITNESS WHEREAS the parties thereto have hereunder set their hands in the presence of the undersigned witnesses at Gaborones this 14th day of July, 1967.

Witnesses

1. E.M.K. KGABO.....

SERETSE KHAMA

.....
President

2. J.G. HASKINS.....

Witnesses

1. B. PILANE.....

.....
LANTHOPE H

Chief

2. T.K.C. RATSHEKO.....

SCHEDULE

MEMORANDUM OF AGREEMENT between —

HIS EXCELLENCY SIR SERETSE KHAMA Knight of the Most Excellent Order of the British Empire, President of the Republic of Botswana and as such head of the executive government of Botswana.

and

KELEMOGILE SEBOKO MOKGOSI Regent of the Bamalete Tribe, in his capacity as such and for and on behalf of the Bamalete Tribe, acting with the approval of the South East District Council and after consultation with the Tribe in the customary manner and in accordance with the provisions of the Chieftainship Law, 1965 (hereinafter referred to as the Tribe);

NOW WHEREAS the Tribe is the owner of certain minerals within its tribal territory and of rights appertaining thereto or connected therewith;

AND WHEREAS it is just and equitable that such resources should enure to the benefit of all the inhabitants of Botswana and not to the benefit of a section thereof;

AND WHEREAS, in consequence, it is the desire of the parties that provision should be made by Act of Parliament for transferring to and vesting in the President on behalf of the Republic of Botswana the mineral resources and related rights, benefits and privileges of the Tribe and Chief;

AND WHEREAS the parties wish to record their desire as aforesaid;

NOW THEREFORE it is agreed —

1. There should be transferred to and vest in the President on behalf of the Republic of Botswana without compensation all the right, title and interest of the Tribe and Chief thereof in or to minerals within the Bamalete Tribal Territory including all mineral rights heretofore vested in the Tribe and Chief thereof and all moneys accruing to the Tribe and Chief thereof under any Crown or State Grant of mineral rights.

2. Where, in consequence of the vesting in the President on behalf of the Republic of Botswana of the rights enumerated in clause 1 of this Agreement, any moneys are, from time to time, paid to the Government under the provisions of any existing Crown Grant of mineral rights or under the provisions of any existing or future State Grant of mineral rights, by way of prospecting or mining rental (but not registration rental) for any area of land to which the grantee has been granted mineral rights as aforesaid, being an area within which the Tribe is, at the date of the signature of this Agreement, the residuary owner of the minerals and mineral rights, such moneys shall be paid by the Government to the South East District Council.

3. The parties record it as their desire that effect should be given to the provisions of this Agreement by Act of Parliament.

4. For the purposes of this Agreement —

“mineral rights” means rights to prospect, search for, win or appropriate minerals;

“mineral” or “minerals” means any constituent of the crust of the earth including diamonds, oil and oil shale; but does not include —

- (i) soil or subsoil, sand, sandstone or gravel;
- (ii) stone suitable for building, road making, ballasting railways or similar purposes;
- (iii) salt or clay reasonably required by members of the Bamalete Tribe for their pastoral, agricultural or domestic purposes.

IN WITNESS WHEREOF the parties thereto have hereunder set their hands in
in the presence of the undersigned witnesses at Gaborones this 14th day of July,
1967.

Witnesses

1. E.M.K. KGABO

.....
SERETSE KHAMA

.....
President

2. J.G. HASKINS

Witnesses

1. O.L. POROGO

.....
K.S. MOKGOSI

.....
Chief

2. A. MATSIETSA

Passed by the National Assembly this day, the 31st August, 1967.

G.T. MATENGE,
Clerk of the National Assembly.