

**CHAPTER 66:02**  
**MINERAL RIGHTS IN TRIBAL TERRITORIES**  
ARRANGEMENT OF SECTIONS

SECTION

1. Short title
2. Vesting of tribal mineral rights in the State

First Schedule  
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Seventh Schedule

Act 31, 1967.

**An Act to provide for the vesting of mineral rights in tribal territories in the Republic of Botswana.**

*[Date of Commencement: 29th September, 1967]*

**1. Short title**

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

**2. Vesting of tribal mineral rights in the State**

(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 Bogosi Act (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 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-

- (a) soil or subsoil, sand, sandstone or gravel;
- (b) stone suitable for building, road making, ballasting railways or similar purposes;
- (c) 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
- 2 E. M. K. KGABO

SERETSE KHAMA  
*President*

*Witnesses*

- 1 N. B. KGOSIENCHO
- 2 S. MATLHABAPHIRI

N. M SECHELE II  
*Chief*

## **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 Bogosi Act (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 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-

- (a) soil or subsoil, sand, sandstone or gravel;
- (b) stone suitable for building, road making, ballasting railways or similar purposes;
- (c) 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 Gaborones this 4th day of April, 1967.

*Witnesses*

- 1 J. G. HASKINS
- 2 E. M. K. KGABO

SERETSE KHAMA  
*President*

*Witnesses*

- 1 B. G. RATSHOSA
- 2 J. K. PHIRI

LEAPEETSWE

*Tribal Authority*

**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 GASITSIWE 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 Bogosi Act (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 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-

- (a) soil or subsoil, sand, sandstone or gravel;
- (b) stone suitable for building, road making, ballasting railways or similar purposes;
- (c) 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
- 2 E. M. K. KGABO

SERETSE KHAMA  
*President*

*Witnesses*

- 1 M. S. GASEITSIWE
- 2 K. M. KGOPO

BATHOEN II  
*Chief*

## 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 Bogosi Act (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-

- (a) soil or subsoil, sand, sandstone or gravel;
- (b) stone suitable for building, road making, ballasting railways or similar purposes;
- (c) 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 Gaborones this 17th day of July, 1967.

*Witnesses*

- 1 J. G. HASKINS
- 2 E. M. K. KGABO

SERETSE KHAMA  
*President*

*Witnesses*

- 1 M. MOGALAKWE
- 2 K. MONWELA

L. MOREMI III  
*Chief*

## 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 the customary manner and in accordance with the provisions of the Bogosi Act (hereinafter referred to as the Tribe);

NOW WHEREAS the Tribe is the owner of certain minerals within the area known as the Baralong 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 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 area known as the Baralong 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-

- (a) soil or subsoil, sand, sandstone or gravel;
- (b) stone suitable for building, road making, ballasting railways or similar purposes;
- (c) 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 Gaborones this 18th day of July, 1967.

*Witnesses*

- 1 J. G. HASKINS
- 2 E. M. K. KGABO

SERETSE KHAMA  
*President*

*Witnesses*

- 1 N. M. KGABI
- 2 T. T. SELEKA

K. L. MONTSHIWA  
*Chief*

## 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 Bogosi Act (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 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 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-

- (a) soil or subsoil, sand, sandstone or gravel;
- (b) stone suitable for building, road making, ballasting railways or similar purposes;
- (c) salt or clay reasonably required by members of the Bakgatla 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 E. M. K. KGABO
- 2 J. G. HASKINS

SERETSE KHAMA  
*President*

*Witnesses*

- 1 B. PILANE
- 2 T. K. C. RATSHEKO

LINCHWE II  
*Chief*

### **SEVENTH 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 Bogosi Act (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-

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

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

(c) 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 the presence of the undersigned witnesses at Gaborones this 14th day of July, 1967.

*Witnesses*

1 E. M. K. KGABO

2 J. G. HASKINS

SERETSE KHAMA

*President*

*Witnesses*

1 O. L. POROGO

2 A. MATSIETSA

K. S. MOKGOSI

*Chief*