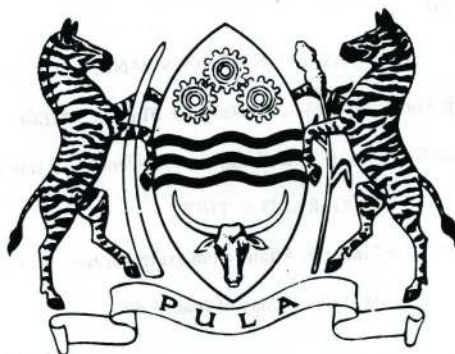


REPUBLIC OF BOTSWANA



GOVERNMENT GAZETTE

Vol. XXXVI, No. 30

GABORONE

12th June, 1998

CONTENTS

	Page
Acting Appointment —	
Secretary for Financial Affairs — G.N. No. 185 of 1998.....	1534
Commissioner of Police — G.N. No. 186 of 1998.....	1534
Permanent Secretary, Ministry of Education — G.N. No. 187 of 1998.....	1534
Permanent Secretary, Ministry of Health — G.N. No. 188 of 1998.....	1535
Permanent Secretary, Ministry of Labour and Home Affairs — G.N. No. 189 of 1998.....	1535
Inspection of Certified General Roll — G.N. No. 190 of 1998.....	1535
Authorisation of Change of Surname — G.N. No. 191 of 1998.....	1536—1537
Application for Authorisation of Change of Surname — G.N. No. 192 of 1998.....	1538—1540
Unclaimed Motor Vehicles — G.N. No. 193 of 1998.....	1541—1610
Public Notices.....	

The following Supplement is published with this issue of the Gazette —

Supplement B — The Sectional Titles Bill, 1998 — Bill No. 13 of 1998B.119—166

The Botswana Government Gazette is printed by the Botswana Government Printer,
Private Bag 0081, GABORONE, Republic of Botswana.
Annual subscription rates are P150,00 post free surface mail and P244,00 airmail.
The price for this issue of the Gazette (including Supplement) is P6,00

Government Notice No. 185 of 1998

CONSTITUTION OF BOTSWANA

Acting Appointment — Secretary for Financial Affairs

IN EXERCISE of the powers conferred on His Excellency the President by section 112 of the Constitution —

GERALD N. THIPE

has been appointed to act as Secretary for Financial Affairs from 1st to 4th June, 1998.

DATED this 1st day of June, 1998.

E.W.M.J. LEGWAILA,
Permanent Secretary to the President,
Office of the President.

Government Notice No. 186 of 1998

CONSTITUTION OF BOTSWANA

Acting Appointment — Commissioner of Police

IN EXERCISE of the powers conferred on His Excellency the President by section 112 of the Constitution —

NELSON SEKARE MOLEFE

has been appointed to act as Commissioner of Police from 6th to 13th June, 1998.

DATED this 1st day of June, 1998.

E.W.M.J. LEGWAILA,
Permanent Secretary to the President,
Office of the President.

Government Notice No. 187 of 1998

CONSTITUTION OF BOTSWANA

**Acting Appointment — Permanent Secretary
Ministry of Education**

IN EXERCISE of the powers conferred on His Excellency the President by section 112 of the Constitution —

FESTINA SHALE BAKWENA

has been appointed to act as Permanent Secretary, Ministry of Education from 31st May, 1998 to 7th June, 1998.

DATED this 1st day of June, 1998.

E.W.M.J. LEGWAILA,
Permanent Secretary to the President,
Office of the President.

Government Notice No. 188 of 1998

CONSTITUTION OF BOTSWANA

**Acting Appointment — Permanent Secretary
Ministry of Health**

IN EXERCISE of the powers conferred on His Excellency the President by section 112 of the Constitution —

KEGALALE GASENNELWE

has been appointed to act as Permanent Secretary, Ministry of Health on the 25th May, 1998.

DATED this 27th day of May, 1998.

E.W.M.J. LEGWAILA,
*Permanent Secretary to the President,
Office of the President.*

Government Notice No. 189 of 1998

CONSTITUTION OF BOTSWANA

**Acting Appointment — Permanent Secretary,
Ministry of Labour and Home Affairs**

IN EXERCISE of the powers conferred on His Excellency the President by section 112 of the Constitution —

TSHISIMOGO MASISI LEKAUKAU

has been appointed to act as Permanent Secretary, Ministry of Labour and Home Affairs from 31st May, 1998 to 20th June, 1998.

DATED this 27th day of May, 1998.

E.W.M.J. LEGWAILA,
*Permanent Secretary to the President,
Office of the President.*

Government Notice No. 190 of 1998

BOTSWANA ELECTIONS

ELECTORAL ACT (Cap. 02:07)

Inspection of Certified General Roll

IN PURSUANCE of the provisions of section 14 (2) of the Electoral Act, notice is hereby given that I have, today, the 20th May, 1998 certified the roll in respect of the Supplementary (Continuous) Registration that took place during the period 1st January, 1998 to 31st March, 1998; and that the roll is now in operation. Copies of the rolls in respect of the Constituencies stated in the First Column below are open for inspection by the public at the following places set out in the Second Column:

	<i>First Column (Constituency)</i>	<i>Second Column (Places where copies are available for inspection)</i>
11.	Palapye	District Officer's Office Palapye
24.	Lentsweletau	District Commissioner's Office, Molepolole

DATED this 20th day of May, 1998.

T.G.G.G. SEELETSO,
*Secretary,
Independent Electoral Commission.*

Government Notice No. 191 of 1998

CHANGE OF NAME ACT
(Cap. 15:02)

Authorisation of Change of Surname

IN ACCORDANCE with section 2 (1) as read with section 4 (3) of the Change of Name Act, the Minister of Labour and Home Affairs hereby authorises the persons whose names and addresses are specified hereunder to assume the surnames specified opposite their names and addresses.

<i>Name and Address</i>	<i>Surname</i>
Keletso Khadijah Sereto, Private Bag 00380, Gaborone.	Malete
Moatlhodi Masoke, P.O. Box 3, Pitsane.	Matheledi
Segomotso Gabonewe, Private Bag 213, Lecheng.	Kgwebe

DATED this 27th day of May, 1998.

C.V. SERETSE,
*for Registrar of Civil Registration,
Ministry of Labour and Home Affairs.*

Government Notice No. 192 of 1998

CHANGE OF NAME ACT
(Cap. 15:02)

Application for Authorisation of Change of Surname

IN PURSUANCE of the provisions of section 4 (2) of the Change of Name Act, notice is hereby given that applications have been made to the Minister of Labour and Home Affairs by each of the persons listed hereunder for the Minister's authority to assume the surnames specified in relation to their names and addresses.

Any person who objects to any or all of the applications may notify the Minister of such objection and the grounds thereof within 30 days of the publication of this notice.

<i>Name and Address</i>	<i>Proposed Surname</i>	<i>Reasons given for wishing to assume proposed surname</i>
Thekololo Kabelo Kelapologile, P.O. Box 10069, Lobatse.	Kwenaemang	Kelapologile is his mother's uncle's name. Kwenaemang is his maternal grandfather's name.
Joseph Obusitswe Kelapologile, P.O. Box 10069, Lobatse.	Kwenaemang	Kelapologile is his mother's uncle's name. Kwenaemang is his maternal grandfather's name.
Galaletsang Kelapologile, P.O. Box 10069, Lobatse.	Kwenaemang	Kelapologile is her mother's uncle's name. Kwenaemang is her maternal grandfather's name.
Neo Kelapologile, P.O. Box 10069, Lobatse.	Kwenaemang	Kelapologile is her mother's uncle's name. Kwenaemang is her grandfather's name.
Letlhogonolo Kelapologile, P.O. Box 10069, Lobatse.	Kwenaemang	Kelapologile is his mother's uncle's name. Kwenaemang is his maternal grandfather's name.
Ramosimane Matubako, P.O. Box 134, Molepolole.	Molefi	Matubako is his uncle's first name. Molefi is his father's surname.
Agnes Boni Kasamo, P.O. Box 64, Thamaga.	Galenamong	Kasamo is her step-grandfather. Galenamong is her paternal grandfather.

Evelyn Kgaogano,
Matlhakola School,
Private Bag 17,
Palapye.
Mmamantseka Mosala,
P.O. Box 62,
Moshupa.
Gaatsalelwe Moremedi,
P.O. Box 143,
Lecheng.
Gomolemo Mahudiri,
c/o Keikotlhae Montwedi,
P.O. Box 239,
Moshupa.
Kutlo Mahudiri,
c/o Keikotlhae,
P.O. Box 239,
Moshupa.
Godiraone Mahudiri,
c/o Keikotlhae Montwedi,
P.O. Box 239,
Moshupa.
Reuben Sehlahla,
P.O. Box 30996,
Serowe.
Seipone Nancy Kwadibane,
Private Bag 19,
Kanye.

Bompoetse Lebonetse,
P.O. Box 149,
Thebephatshwa,
Molepolole.
Gosego Sharp,
P.O. Box 240,
Jwaneng.
Topo Gape Mochotlhi,
c/o Anttonette Ramatsia,
P.O. Box 245,
Ramotswa.
Kabelo Johnson Kasamo,
P.O. Box 64,
Thamaga.
Mmolaanare Kasamo,
P.O. Box 64,
Thamaga.
Elizabeth Mapula Ncube,
P.O. Box 240,
Tutume.

Njina Diau,
P.O. Box 193,
Kanye.
Molosiwa Ponatshego,
P.O. Box 366,
Selebi-Phikwe.
Taboka Gobe,
P.O. Box 138,
Tshesebe.

Balebetse

Kebeng

Tau

Montwedi

Montwedi

Montwedi

Segotso

Johane

Baipusi

Moruakgomo

Ramatsi

Galenamong

Galenamong

Matlhape

Mosele

Molosiwa

Masalila

Kgaogano is her stepfather's surname.
Balebetse is her mother's maiden
surname. Parents are divorced.

Mosala is her Putative father's sur-
name. Kebeng is her paternal
grand-father's name.

Moremedi is her mother's maiden
name. Tau is her father's first name.
Parents are not married.

Mahudiri is her biological father's
surname. Montwedi is her step-father's
surname who was customarily married
to her mother.

Mahudiri is her biological father's
surname. Montwedi is her step-father's
surname who was customarily married
to her mother.

Mahudiri is his biological father's
surname. Montwedi is his step-father's
surname who was customarily married
to his mother.

Sehlahla is his father's surname while
Segotso is his mother's maiden name.
Parents not married.

Kwadibane is her biological father's
surname (Deceased). Johane is her
step-father's surname who is married
to her mother.

Lebonetse is his uncle's name. Baipusi
is his maternal grand-father's surname.

Sharp is his mother's maiden name.
Moruakgomo is his step-father's
surname. Parents are married.
Mochotlhi is his maternal grand-father.
Ramatsia is his stepfather's surname.
Parents are married.

Kasamo is his stepgrandfather.
Galenamong is his great grandfather in-
Law.

Kasamo is his step-father. Galenamong
is his Paternal grandfather. Parents are
divorced.

Ncube is her husband's totem while
Matlhape is her husband's first name.
she would like to use the same surname
(Matlhape) as her children.

Diau is his uncle's name. Mosele is his
father's surname.

Ponatshego is his step-father's surname.
Molosiwa is his biological father's
name (deceased).

Gobe is her aunt's marital name while
Masalila is her mother's maiden name.
She would like to use the same surname
as her children.

DATED this 26th day of May, 1998.

C.V. SERETSE,
for Registrar of Civil Registration,
Ministry of Labour and Home Affairs.

NOTICE OF SALE
MOTOR VEHICLE THEFT ACT
 (ACT NO. 17 OF 1995)

Unclaimed Motor Vehicles

IN EXERCISE of the powers conferred on the Commissioner of Police by Section 17 (2) of the Motor Vehicle Theft Act, it is hereby notified that the underlisted motor vehicles which have been published in three consecutive Government Gazettes will be sold by Public Auction at places and dates specified hereunder:

WERDA, MAHALAPYE AND DIBETE 22.06.98						
MAKE	REG. NO.	COLOUR	ENGINE NO.	CHASSIS NO.	DATE FOUND	PLACE KEPT
Toyota Corolla	BD 7556 B	White	Erased	Erased	09/03/97	Werda
Toyota Corolla	BD 5049 D	White	18-1298655	T104923 445	1991	Serowe
Opel Kadet	BA 7117	Blue	Tampered with	Tampered with	1996	Mahalapye
Toyota Hilux	—	White	"	"	1994	"
Chevrolet Elcamino	YBX 222121	Blue	238412 LAE	8M80LX/668399	1996	"
Datsun Lauren	YBA 16732	Brown	1205096370	07400002168	1992	Palapye
Toyota Cressida body	BR 1126	White	No engine	—	1996	Palapye
Valiant	BF 1452	White	Tampered with	Tampered with	1979	Dibete
Ford Fament	CCR 391 T	Red	Fah 1260X	51289	1980	Dibete
Mazda	BE 1309	Yellow	E3290700	MK3KM41002261	1988	Dibete
Ford Cortina	BLW 613 T	Blue	CTA 1041M254	69176	1989	Dibete
Mercedes Benz	BD 1116	White	Invisible	20/084438	1989	Dibete
Peugeot 504	BZ 4473	Green	Tampered with	1639773	1989	Dibete
VM Combi	BSS 167 T	Blue	SFADTR 040038	Invisible	1989	Dibete
Trailer	BD 5414 C	White	—	—	1993	Dibete
Caravan	—	White	—	—	1994	Dibete

Marina	BBJ695T	Blue	058673	5002811	1992	Dibete
Ford Corina	CTC 526T	Green	Tampered with	333647	1995	Dibete
Venda Trailer	YBB 30270	White	—	—	1995	Dibete
Advance Trailer	LJV 539T	White	—	9459	1992	Dibete
Venda Trailer	HDY 337T	White	—	—	1995	Dibete
Peugeot	BHX 047	Grey	1248434	Tampered with	1995	Dibete
GABORONE WEST 25.06.1998						
Motor Cycle	—	Black	487-747886	Nil	17/03/95	Naledi
BMW Car	J2W634T	White	3335451	110451	07/09/95	Naledi
Toyota Hilux	BD 8720 E	White	2Y903523	YN51-0024901	20/10/95	Mogoditshane
Mazda Magnum	—	Red	30U4D00611	488F3800	11/04/96	Mogoditshane
Motor Cycle	BD 7847 B	Red	—	—	13/09/95	Ramotswa
Toyota Corola	BG 4009	White	2T39921MD	9999901	11/05/95	Gaborone West
Ford Laser	—	Green	E3716595	—	11/05/95	"
Toyota Hilux	—	Beige	3Y0289736	5003255	11/05/95	"
Toyota Corola	BD 9217 A	Brown	31570	9991699	11/05/95	"
Toyota Corola	BD 4760 D	Blue	4A1587	9833589	21/04/95	"
Toyota Corola	BD 3922 E	White	9615	9825097	21/04/95	"
Toyota Hilux	YBA 111794	White	2Y002614MN	0010411	31/10/95	"
Toyota Corola	BL 1196	White	13557842E	—	31/10/95	"
City Golf	PTK 721T	Red	TP4302053674822	—	31/10/95	"
Toyota Hilux	BS 264	White	2Y9029348	0019632	31/10/95	"
Toyota Hilux	—	White	0842651	0012717	31/10/95	"
Toyota Hilux	BD 367 E	Blue	722F6015	NR294977	31/10/95	"

Toyota Hilux	BD 3676 E	White	2Y9016817	0010331	31/10/95	"
Ford Leisure	PTH 129 T	Red	B6008521	NR284564	31/10/95	"
VW Passat	BD 1983 B	Green	026129713G	32F0088383	31/10/95	"
Nissan Langly	BD 7977 C	Grey	E15S005136C	A51821	31/10/95	"
Toyota Hilux SRX	BD 4262	White	12R2324655	151832	31/10/95	"
Nissan 1600	BD 2148	White	Z24955773	RO3496	31/10/95	"
Datsun	48325B	Blue	S1312	3073750K	21/11/95	"
Datsun Pulsar	BZ 8877	Yellow	A14S047055 D	A48405	21/11/95	"
Ford Cortina	BD 3245 A	White	F0142536	—	29/01/96	"
VW	SMC285T	White	0491903373	—	29/02/96	"
Nissan	BD 1825 D (False)	White	Z2421648 W	Tampered with	04/09/97	Molepolole
Toyota Corolla	BB 6491 (False)	White	Tampered with	Tampered with	223/03/97	Molepolole
Mazda	BD 4767 A	Blue	E3175515	MX3KM44000494	10/09/88	Molepolole
Toyota Corolla (Body)	—	White	No Engine	9920024	19/09/87	Molepolole
Toyota Hilux	BD 690 E	White	1Y9001282JN	YN50-0020	1993	Moshupa

1. Viewing of these vehicles can be made a day before auction.

2. Vehicles at Serowe and Palapye will be sold from Mahalapye at 0900 hrs while those at Naledi, Ramotswa, Mogoditshane, Molepolole and Moshupa will be sold from Gaborone West at 0900 hrs.

3. Auction at Dibete starts at 1400 hours and registration is at 1330 hours.

4. Registration fee will be P2000.00 refundable. Payment strictly cash on completion of auction.

DATED this 27th May 1998.

N.S. MOLEFE,
for/Commissioner of Police.

PUBLIC NOTICES

Republic of Botswana — Tender No. TB 4/7/2/98-99

A COMPREHENSIVE EVALUATION OF THE NATIONAL APPRENTICESHIP AND TRADE TESTING SCHEMES

TENDERS ARE INVITED from Organisations to provide the services to evaluate the Apprenticeship and Trade Testing Schemes, projects under the Ministry of Labour and Home Affairs in Botswana. The range of expertise required includes vocational education and training, labour market analysis, educational planning and evaluation, competency based and modularised training, testing and examinations, research, industry training schemes, and the use of information technology in training. It is anticipated that the evaluation will require 24 expert weeks and will be carried out by a team of experts.

Tender documents can be obtained from the Ministry of Labour and Home Affairs, at Madirelo Training and Testing Centre, Machel Drive, Plot 18006, Gaborone, with effect from 12th June, 1998. Further details can be obtained from Mr M.R. Tibone, Private Bag 00267, Gaborone, Tel. (267) 304664, Fax: (267) 304610, E-mail: mttc@info.bw or Mrs I.M. Nganunu, Department of Vocational Education & Training, Private Bag 0062, Gaborone, Tel. (267) 3655002, Fax (267) 580943, E-mail: nganunu@global.bw.

Tenders in triplicate, are to be delivered to the Secretary, Central Tender Board, Private Bag 0058, Gaborone, (Room 202, Ministry of Finance and Development Planning Building) not later than 10.00 hours on Wednesday, 29th July, 1998 in an envelope marked: "TB 4/7/2/98-99 — A comprehensive Evaluation of the National Apprenticeship and Trade Testing Schemes".

Tenders received after the closing date and time will not be considered. Telephone, telegraphic, telex or facsimile tenders will not be considered. The lowest priced or any tender will not necessarily be selected.

K.K. SEMELAMELA,
for/Director,
Central Tender Board.

Republic of Botswana — Tender No. TB11/1/10/98-99

SUPPLY OF DDT WETTABLE POWDER (WP) AND EMULSIFIABLE CONCENTRATE (EC)

TENDERS ARE to be delivered in duplicate to:- The Director, Central Tender Board, Private Bag 0058, Gaborone, Botswana not later than 10.00 a.m. on Wednesday 15th July, 1998.

Tenders may be delivered by hand to:- The Director, Central Tender Board, Ministry of Finance and Development Planning, Room No. 201, Gaborone, Botswana.

Envelopes should be clearly marked with the tender number and description. Tenders received after closing date and time, telephone or telegraphic tenders will not be considered.

Bidders may be present for tender opening but should make arrangements in advance with the Director of Central Tender Board.

SPECIFICATION: 20 tons of DDT 75% Wettable Powder
10 000 litres of DDT 25% Emulsion Concentration

TENDER REQUIREMENTS:-

Indicate	—	Date of manufacture
	—	Expiry date
	—	Delivery time
	—	Price validity not less than six months after the public opening of tenders.

If the tender is awarded a contract during this period, he shall be notified by the Ministry where upon he must immediately acknowledge the award by fax or telegram. Upon receipt of the bidders acknowledgement the Ministry will issue Government Purchase Order for the awarded item. Price should include delivery/transportation charges. Payment is effected after delivery of goods.

K.K. SEMELAMELA,
for/Director,
Central Tender Board.

Republic of Botswana — Tender Notice No. TB 5/3/6/98-99

MAINTENANCE OF THE DIVISION OF PLANT PROTECTION AIRCRAFT

TENDERS ARE INVITED from companies dealing with the pre-qualification Aircraft Maintenance to service the Ministry of Agriculture Aircraft BN2T. Islander.

The Government of Botswana through the Ministry of Agriculture (Department of Crop Production and Forestry, Division of Plant Protection) invites pre-qualification submission from Aircraft Maintenance companies to carry out maintenance of the Division of Plant Protection Aircraft.

Tender documents containing details of the incur requirements can be obtained on application to the Director of Crop Production and Forestry, Division of Plant Protection Sebele.

Tenders in duplicate shall be delivered to the Director of Central Tender Board, Private Bag 0058, Gaborone or Room 202, Ministry of Finance and Development Planning Building not later than Wednesday 10:00 a.m. on the 5th August, 1998 when tenders will be opened in the presence of tenderers wishing to attend. Telegraphic, telexes, faxed or telephonic tenders delivered after the above mentioned time and date will not be considered.

Notwithstanding anything contained in foregoing the government is not bound to accept the lowest or any tender nor to incur any expenses in the preparation thereof.

K.K. SEMELAMELA,
for/Director,
Central Tender Board.

Republic of Botswana — Tender Notice No. TB 6/2/15/98-99

STUDY AND DESIGN BRIEF FOR THE UPGRADING OF DVET EDUCATION CENTRE/BRIDEC INTO A MODERN EDUCATION CENTRE FACILITY

TENDERS ARE INVITED from Organisations to carry out an assessment of the existing DVET Education Centre/BRIDEC facilities in Gaborone with the view to propose how the Centre can be renovated and upgraded into a modern In-service Training Centre allowing for new modes of delivery and maximum flexibility in the use of the facilities, and taking not account the range of training programmes to be provided at the Centre. The task also includes the production of a design draft, a project plan and estimated costs to facilitate a speedy implementation of the project. It is anticipated that the work will require 10 expert weeks and would be carried out by a team of experts with expertise in the following areas: vocational education and training, vocational teacher training, educational planning and institutional development, building design and landscaping, and use of information and communication technology in training.

Tender documents can be obtained from the Ministry of Education, Floor 7, Room 59, with effect from 12th June, 1998. Further details can be obtained from Mr M.M. Kewagamang or Mrs I.M. Nganunu, DVET, Private Bag 0062, Gaborone, Tel. (267) 3655000, Fax (267) 580941/2/3, E-mail: nganunu@global.bw.

Tenders in triplicate, are to be delivered to the Acting Director, Central Tender Board, Private Bag 0058, Gaborone, (Room 202, Ministry of Finance and Development Planning Building) not later than 10.00 hours on Wednesday, 5th August, 1998 in an envelope marked: "TB 6/2/15/98-99 — Study and Design Brief for the Upgrading of DVET Education Centre/BRIDEC into a Modern Education Centre Facility"

Tenders received after the closing date and time will not be considered. Telephone, telegraphic, telex, facsimile or e-mailed tenders will not be considered. The lowest price of any tender will not necessarily be selected.

K.K. SEMELAMELA,
for/Director,
Central Tender Board.

Republic of Botswana — Tender Notice No. TB 2/4/10/98-99

SUPPLY OF AN AIR/JETBOAT TO BOTSWANA POLICE

TENDERS ARE INVITED to supply an air/jetboat to Botswana Police. Tender documents are available on any working day from 0800 hours to 1600 hours or be requested by post from Head of Transport and Telecommunications Branch, (Botswana Police College), Private Bag X07, Metsemothaba Road, Gaborone. Telephone 357262, Fax 300296.

Tenders should be delivered in duplicate to: The Director, Central Tender Board, Private Bag 0058, Room 202, Government Enclave, Gaborone not later than 1000 hours on 5th August, 1998. Tenders will be opened in the presence of bidders wishing to attend. Telephone, faxed and telex tenders will not be considered.

The bidder shall bear all costs associated with the preparation and submission of its tender, and the Government of the Republic of Botswana (Botswana Police) will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

The Government of the Republic of Botswana is not bound to accept the lowest tender.

K.K. SEMELAMELA,
for/Director,
Central Tender Board.

Republic of Botswana — Tender Notice No. TB 10/2/1/98-99
Ministry of Minerals, Energy and Water Affairs

HUNHUKWE/LOKOLANE GROUNDWATER SURVEY PROJECT
EXPLORATION AND RESOURCE ASSESSMENT

TENDERS ARE INVITED by the Department of Geological Survey from suitable qualified hydrogeological consultants registered in Botswana to put forward technical and financial proposals for undertaking a water resource investigation and assessment of the areas within the Ghanzi and Kgalagadi Districts. The aim of the project is to identify zones of good groundwater potential which would be suitable for livestock and domestic use.

The project area is located in western Botswana and has a size of about 7975km². It is bound by latitudes 23° 00' S and 23° 30' S and longitudes 21° 00' E and 22° 30' E. It is about 300 km from Jwaneng in the north westerly direction. Accessibility to the project area is by a tarred road from Gaborone to Lehututu and a dirty road from Lehututu into the project area. The work have to be completed in 18 months.

Tender documents can be obtained from the offices of the Department of Geological Survey, Private Bag 14, Lobatse, Tel. (+267) 330 327, Fax. (+267) 332 013. Tenders are to be returned to the Director, Central Tender Board, Private Bag 0058, Gaborone, Botswana or by hand to the Director, Room 202 not later than 1000 hours (10 a.m.) on Wednesday 15th July, 1998. Telegraphic or telephone tenders will not be accepted nor will late tenders be accepted.

The tenderers will be required to provide information to assess their eligibility and qualification including: Company constitution and registration, financial circumstances, experience and technical details. The Government of Botswana reserves the right not to accept any tender nor assign any reason thereof.

K.K. SEMELAMELA,
for/Director,
Central Tender Board.

Republic of Botswana — Tender Notice No. TB 9/4/15/98-99
(Nominated Electrical Sub-Contract)

ELECTRICAL INSTALLATION AND RETICULATION FOR THE OFFICE BLOCK FOR
DEPARTMENT OF TAXES AND ATTORNEY GENERAL CHAMBERS
AT GOVERNMENT ENCLAVE GABORONE

TENDERS ARE INVITED for the electrical installation, site reticulation for the office block for Department of Taxes and Attorney General Chambers at Government Enclave Gaborone.

Documents and drawings will be available on application to the Director of Electrical and Mechanical Services, Plot 6399-6401, Broadhurst Industrial Site, Gaborone or by post to Private Bag 0066, Gaborone.

Tenders shall be delivered to the Director, Central Tender Board, Private Bag 0058, Gaborone, Room 202 Ministry of Finance and Development Planning not later than 10.00 hours on Wednesday 29th July 1998 when tenders will be opened in the presence of tenderers wishing to attend. Fax, telephone and telex tenders will not be considered.

Tenders will only be considered from contractors who are registered with the Central Tender Board in categories "2E" only.

Notwithstanding anything contained in the foregoing the Government of the Republic of Botswana is not bound to accept the lowest or any tender nor to incur any expenses in the preparation thereof.

K.K. SEMELAMELA,
for/Director,
Central Tender Board.

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1166/96

In the Matter between:

**BOTSWANA HOUSING CORPORATION
and
LAUGHTER SEBERA KOPI**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following will be sold by public auction by Deputy Sheriff Edward Leepie to the highest bidder as follows:

DATE OF SALE: 24th June, 1998
TIME: 10.30 a.m.
VENUE: Molepolole Police Station
PROPERTY TO BE SOLD: Bakkie Toyota Hilux 4 x 4, colour white, Registration No. B842 ABS, Caravan Alpine, 1 x 4 piece sofas, 1 x 4 piece sofas (brown), 1 x coffee table, 1 x Phillips TV, 1 x KIC deep freezer, 1 x electric fan, 1 x 4 burner gas stove, 1 x 48 kg cylinder, 1 x 19 kg gas cylinder, 1 x electric fridge, 1 x wall clock.
CONDITIONS OF SALE: Cash or bank guaranteed cheques

DATED at Gaborone this 22nd of May 1998.

KOMBONI & ASSOCIATES, *Plaintiff's Attorneys*, Plot 4702, Independence Avenue,
Private Bag BO 17, GABORONE.

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Civil Case No: 667/97

In the Matter between:

**PHODISO TUBE
and
C & S HARDWARE & BRICK MOULDING (PROPRIETARY) LIMITED**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property of the Defendant will be sold by public auction by Deputy Sheriff Ketshabile to the highest bidder as follows:

DATE OF SALE: 20th June, 1998
TIME: 10.00 a.m.
VENUE: Central Police Station
PROPERTY TO BE SOLD: 4 office tables, 3 office chairs, hosepipe, 6 window frames, 4 door frames, 5 wheelbarrows, 10 spades, 2 brick moulding machines with accessories, paving bricks.
TERMS OF SALE: Cash or bank guaranteed cheques

DATED at Gaborone this 27th of May 1998.

NAZNEEN SADIQ KHAN, *Plaintiff's Attorneys*, Suite 200, Corporate Complex, Plot 2713,
Phala Crescent, Extension 9, P.O. Box 167, GABORONE.

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Civil Case No. 1326/97

In the Matter between:

GABORONE CITY COUNCIL

Applicant

In re:-

GABORONE CITY COUNCIL

Applicant

and

ABDUL HAI JALAL

Respondent

ORDER

BEFORE the Honourable Mrs Justice U. Dow at Lobatse on Monday the 2nd day of March, 1998.

UPON HEARING:

Mr. Attorney Keganne for the Applicant and having read the documents filed of record.

IT IS ORDERED THAT:

- (a) The applicant may effect substituted service of the writ of summons in this matter upon the defendant by either:
 - (i) Prepaid registered post to the last known address of the respondent;
 - (ii) Placing an advertisement in the Government Gazette and a Newspaper circulating throughout Botswana;
- (b) Costs of this application shall be costs in the cause.

BY THE COURT

M. MOTLHABI,
Registrar and Master.

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No: 1427/97

In the Matter between:

MAXI SAVE (PROPRIETARY) LIMITED
t/a CALTEX GAS (PROPRIETARY) LIMITED
and

Plaintiff

PATRICK MOYO t/a MOYO CASH & CARRY

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property of the Defendant will be sold by public auction by Deputy Sheriff Ketshabile to the highest bidder as follows:

DATE OF SALE:

20th June, 1998

TIME:

10.00 a.m.

VENUE:

Central Police Station

PROPERTY TO BE SOLD:

Panasonic TV; 4 piece sofa, coffee table; Supersonic music system; 5 piece wall unit; 6 piece dining suite; Coudal electric fridge; 4 burner gas stove (Univa); kitchen unit; Samsung microwave; 2 piece kitchen unit; 7 piece garden set; 4 piece lounge suite; Prestige electric fridge; Cosic music system; display; coffee table; gas heater; National air conditioner; Gold star; Star TV; 3 piece bedroom suite; 2 wardrobes; Toyota Hilux 4 x 4 B739 ACP; 2 satellite dishes and receiver.

TERMS OF SALE:

Cash or bank guaranteed cheques

DATED at Gaborone this 25th of May 1998.

NAZNEEN SADIQ KHAN, *Plaintiff's Attorneys*, Suite 200, Corporate Complex, Plot 2713,
Phala Crescent, Extension 9, P.O. Box 167, GABORONE.

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. Misca 39/98

In the Matter between:

VEGESANA ANANDA PRAVEEN KUMAR
and
B & S GENERAL DEALERS (PROPRIETARY) LIMITED
STELLA MAKOKA
BROWN MAKOKA

Plaintiff

1st Defendant

2nd Defendant

3rd Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property of the Defendants will be sold by public auction by Deputy Sheriff Ketshabile to the highest bidder as follows:

DATE OF SALE: 20th June, 1998
TIME: 10.00 a.m.
VENUE: Central Police Station
PROPERTY TO BE SOLD: Olivetti N T1081, Cash register; Sharp radio, tape; video stand; aquarium; 3 clothing rails, Fresca electric fan; 4 Reebok bags; Adidas bags; formula 1 bag; 3 counters; the whole stock in trade
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 25th of May 1998.

NAZNEEN SADIQ KHAN, *Plaintiff's Attorneys*, Suite 200, Corporate Complex, Plot 2713,
Phala Crescent, Extension 9, P.O. Box 167, GABORONE.

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT FRANCISTOWN**

Case No. Misca F 3/93

In the matter between:

STANDARD CHARTERED BANK OF BOTSWANA LTD
and
MESHACK MABURE

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following immovable property of the above-named Defendant will be sold in execution as follows:

DATE OF SALE: Thursday 2nd July, 1998
TIME: 10.00 a.m.
VENUE: Tribal Lot 6, Pandamatenga in the Chobe District
PROPERTY TO BE SOLD: Defendant's right, title and interest in Tribal Lot 6, Pandamatenga together with all improvements thereof.
TERMS OF SALE: Reserve price of P60,000.00. Detailed conditions of sale may be inspected at the offices of the Deputy Sheriff E.C. Carstens at P.O. Box 82, Ntote House, Francistown.

DATED at Francistown this 28th day of May, 1998.

DEPUTY SHERIFF E.C. CARSTENS, P.O. Box 82, FRANCISTOWN,
for

M. EBRAHIM-CARSTENS, *Plaintiff's Attorneys*, Suite #2, Ntote House, Plot 16143,
Blue Jacket Street, P.O. Box 82, FRANCISTOWN.

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT FRANCISTOWN

Case No. Misca F 58/94

In the matter between:

ulc (PROPRIETARY) LIMITED
and
MESHACK MABURE

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following immovable property of the above-named Defendant will be sold in execution as follows:

DATE OF SALE: Thursday 2nd July, 1998
TIME: 10.30 a.m.
VENUE: Tribal Lot 6, Pandamatenga in the Chobe District
PROPERTY TO BE SOLD: 1 x refrigerated coldroom
1 x compressor unit, Hermatique.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Francistown this 28th day of May, 1998.

DEPUTY SHERIFF E.C. CARSTENS, P.O. Box 82, FRANCISTOWN,
for

M. EBRAHIM-CARSTENS, *Plaintiff's Attorneys*, Suite #2, Ntote House, Plot 16143,
Blue Jacket Street, P.O. Box 82, FRANCISTOWN.

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT FRANCISTOWN

Case No. CCF 317/97

In the matter between:

ulc (PROPRIETARY) LIMITED
and
PEARL NNYANAKO ANDERSON

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following immovable property of the above-named Defendant will be sold in execution as follows:

DATE OF SALE: Thursday 30th July, 1998
TIME: 11.00 a.m.
VENUE: Plot 3146, Old Stands Area, Selebi-Phikwe
PROPERTY TO BE SOLD: Plot 3146, Old Stands Area, Selebi-Phikwe together with all improvements thereon.
TERMS OF SALE: Detailed conditions of sale may be inspected at the offices of the Deputy Sheriff E.C. Carstens at P.O. Box 82, Ntote House, Francistown.

DATED at Francistown this 1st day of June, 1998.

DEPUTY SHERIFF E.C. CARSTENS, P.O. Box 82, FRANCISTOWN,
for

M. EBRAHIM-CARSTENS, *Plaintiff's Attorneys*, Suite #2, Ntote House, Plot 16143,
Blue Jacket Street, P.O. Box 82, FRANCISTOWN.

**IN THE FIRST CLASS SUBORDINATE COURT
HELD AT GABORONE**

Case No. G277/98

In the matter between:

TEBALEBO BALETLWA
and
ONKEMETSE BAAITSE

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that a sale in execution will take place pursuant to a judgment of the above Honourable Court on the 18th day of February, 1998. The following will be sold by public auction:

DATE OF SALE: 26th June, 1998
TIME: 9.00 hours
PLACE OF SALE: Magistrate Court Broadhurst
PROPERTY TO BE SOLD: bedroom suite,
1 double bed (base) and
1 wardrobe.
DEPUTY SHERIFF: O.J. Setlhare
TERMS: Cash or bank guaranteed cheques.

DATED at Gaborone on this 3rd day of June, 1998.

DEPUTY SHERIFF, MAGISTRATE COURT, BROADHURST, GABORONE.
Telephone No. 356352.

**IN THE MAGISTRATE COURT FOR THE DISTRICT OF GABORONE
HELD AT BROADHURST**

Case No. G 92/98

In the matter between:

HEALTHCARE MANAGEMENT SERVICES (PTY) LTD
t/a GABORONE PRIVATE HOSPITAL
and
K.M. THEBE

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEADED TO TAKE NOTICE that pursuant to the judgment granted by the above Honourable Court, Defendant's property will be sold by public auction by Deputy Sheriff Vincent M. Nkhwebane to the highest bidder as follows:

DATE OF SALE: 20th June, 1998
TIME: 10.00 a.m.
PLACE: Broadhurst Police Station
PROPERTY TO BE SOLD: 3 piece sofas, 3 piece room divider, Tempest radio with 2 speakers, Samsung coloured TV, coffee table, floor mat (red), wall picture, stove and gas cylinder.
TERMS: Cash or bank guaranteed cheques immediately after sale.

DATED at Gaborone this 1st day of June, 1998.

V.M. NKHWEBANE, c/o SAM MUTORITI ATTORNEYS, Plot 682, Botswana Road, Main Mall,
P.O. Box 2160, GABORONE.

IN THE MAGISTRATE COURT FOR THE DISTRICT OF GABORONE
HELD AT BROADHURST

Case No. G 96/98

In the matter between:

HEALTHCARE MANAGEMENT SERVICES (PTY) LTD
t/a GABORONE PRIVATE HOSPITAL
and
M.C. MARUMO

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEADED TO TAKE NOTICE that pursuant to the judgment granted by the above Honourable Court, Defendant's property will be sold by public auction by Deputy Sheriff Vincent M. Nkhwebane to the highest bidder as follows:

DATE OF SALE: 20th June, 1998
TIME: 10.00 a.m.
PLACE: Broadhurst Police Station
PROPERTY TO BE SOLD: TV stand, Phillips TV, 6 wall pictures, 1 mirror, 3 x cushions, table with 4 chairs, one sofa, bookstand, KIC fridge, 4 burner stove, electric iron, 19kg cylinder, electric kettle and other household goods.
TERMS: Cash or bank guaranteed cheques immediately after sale.

DATED at Gaborone this 1st day of June, 1998.

V.M. NKHWEBANE, c/o SAM MUTORITI ATTORNEYS, Plot 682, Botswana Road, Main Mall,
P.O. Box 2160, GABORONE.

IN THE MAGISTRATE COURT FOR THE DISTRICT OF GABORONE
HELD AT BROADHURST

Case No. G 762/98

In the matter between:

LESILO PANEL BEATERS & SPRAY PAINTING
and
B. MUDONGO

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEADED TO TAKE NOTICE that pursuant to the judgment granted by the above Honourable Court, Defendant's property will be sold by public auction by Deputy Sheriff Vincent M. Nkhwebane to the highest bidder as follows:

DATE OF SALE: 20th June, 1998
TIME: 10.00 a.m.
PLACE: Broadhurst Police Station
PROPERTY TO BE SOLD: 6 piece lounge suite, coffee table, 31cm black and white television, Tempest music system, Univa deep freezer, 3 burner gas stove, 14kg gas cylinder, Chevrolet Registration No. BD 4654.
TERMS: Cash or bank guaranteed cheques immediately after sale.

DATED at Gaborone this 1st day of June, 1998.

T. KETSHABILE, c/o SAM MUTORITI ATTORNEYS, Plot 682, Botswana Road, Main Mall,
P.O. Box 2160, GABORONE.

**IN THE MAGISTRATE'S COURT FOR THE CENTRAL DISTRICT
HELD AT SEROWE**

Case No. 4844/96

In the matter between:

**MATIBIDI J. KEEPILE
and
MOEMEDI V. BATSHOMI**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court the following movable property of the Defendant will be sold by public auction by Deputy Sheriff S.D. Lesedi to the highest bidder as follows:

DATE OF SALE: 20th June, 1998
TIME: 10.00 a.m.
VENUE: Central Police Station
PROPERTY TO BE SOLD: 3 piece bedroom suite,
1 x 1 table,
2 burner gas stove,
19kg gas cylinder,
16 corner poles.

DATED at Mogoditshane on this 3rd day of June, 1998.

DEPUTY SHERIFF LESEDI SANDY, c/o CIA SERVICES (PTY) LTD, Along Molepolole Road,
MOGODITSHANE, Tel. 309696.

**IN THE MAGISTRATE'S COURT FOR THE CENTRAL DISTRICT
HELD AT SEROWE**

Case No. SC 95/97

In the matter between:

**FREDRICK O. RANJO
and
TRINITY DABUTHA**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court the following movable property of the Defendant will be sold by public auction by Deputy Sheriff M.T. Marule to the highest bidder as follows:

TIME OF SALE: 30th June, 1998
TIME: 10.00 a.m.
VENUE: Magistrate Court Serowe
PROPERTY TO BE SOLD: 1 x 3 piece bedroom suite,
1 x 4 piece lounge suite.

DATED at Serowe on this 1st day of June, 1998.

DEPUTY SHERIFF M.T. MARULE, c/o CIA Services (Pty) Ltd, Along Molepolole Road,
MOGODITSHANE, Tel. No. 430386.

Gaborone City Council — Tender No. GCC/10/98**SUPPLY AND DELIVERY OF BUILDING MATERIALS**

TENDERS ARE INVITED by the Gaborone City Council for the supply and delivery of building materials from registered building supply companies.

Tender documents can be obtained on presentation of receipt for payment of a non refundable fee of P50.00 from Council Revenue Office at Civic Centre. Tender documents shall be available from office No. 2 Architecture and Building Department (Maintenance Section at Council Depot) during normal working hours.

Tenders duly completed are to be submitted in a plain sealed envelope clearly marked "Tender No. GCC/10/98—Supply and Delivery of Building Materials" addressed to: The City Clerk, Private Bag 0089, Gaborone and to reach his office not later than 15.00 hours on Monday 6th July, 1998.

Tender opening shall be immediately thereafter 15.00 hours on the same day in the Council Chamber, and tenderers are at liberty to attend. Notwithstanding anything contained in the foregoing, Gaborone City Council does not bind itself to accept the lowest on any tender nor to give reasons thereof, nor to reimburse any expenses in the preparation thereof.

H. MSUYA,
For City Clerk.

Second Publication

Gaborone City Council — Tender No. GCC/12/98**SUPPLY OF FIRE SERVICE UNIFORMS**

TENDERS ARE INVITED by the Gaborone City Council for the supply of the following fire service uniforms.

1. 36 x White shirts
2. 142 x Light blue shirts
3. 200 x Dark blue trousers
4. 110 x Black shoes
5. 110 x Black canvas web belts
6. 30 x Dark blue rainsuits
7. 50 x Yellow leggings
8. 15 x Dark blue dress tunics
9. 10 x Bunker suits (fire fighting suits)
10. Epaulettes
11. Metal rank markings.

Tenders are to be submitted in a plain sealed envelopes clearly marked "Tender No. GCC/12/98—Supply of Fire Service Uniforms" to the City Clerk, Gaborone City Council, Private Bag 0089, Gaborone not later than 6th July, 1998 at 15.00 hours. Tenders shall be opened on the same day at 1500 hours in the Council Chamber in the presence of tenderers who may wish to be present.

Gaborone City Council shall not bind itself to accept the lowest or any tender nor to assign any reason thereof.

Details of the specifications and descriptions can be obtained from the Fire Department, Gaborone West, Gaborone.

B.R. LUNGU,
For City Clerk.

Second Publication

Gaborone City Council — Tender No. GCC/14/98**PRIMARY SCHOOLS SUPPLIES**

GABORONE CITY COUNCIL INVITES tenders for the Supply and Delivery of:

Science Materials and Equipment;
Needlework Supplies;
Pupil and Class Consumables;
Administration Material.

Tender documents can be collected from Senior Education Secretary in Room 101 at Civic Centre, Gaborone. Tenders must be addressed to: The City Clerk, Gaborone City Council, Private Bag 0089, Gaborone in a sealed envelope clearly marked "Tender No. GCC/14 of 1998—Supply of Educational Materials for Primary School".

Closing and opening date is 6th July, 1998 at 3:00 p.m. Interested tenderers are free to observe the opening of tenders in the Council Chamber. Gaborone City Council does not bind itself the acceptance of any lowest tender nor will it assign any reason for the non-acceptance thereof.

Samples may be delivered to the Principal Supplies Officer at the Education Stores Depot, Old Industrial sites, Gaborone.

A.N. DITLHAKENG,
For City Clerk.

Second Publication

Selebi-Phikwe Town Council — Tender No. SPTC/SEW/16/98

SUPPLY AND DELIVERY OF SEWAGE SUBMERSIBLE PUMPS

TENDERS ARE INVITED by the Selebi-Phikwe Town Council for the supply and delivery of two sewage submersible pumps. The pumps must come complete each with four level regulators, 10 meter cables, necessary tools, operating and service manuals and parts book.

TECHNICAL SPECIFICATION OF EACH PUMP ARE AS FOLLOWS:

PUMP NO. 1

- (a) Flyght pump or equivalent
- (b) Minimum 1450 RPM
- (c) 380 volts, 6 Kw
- (d) Pump to be fitted with guide bracket for sliding in and out of the wet well on twin guide rails.
- (e) Delivery outlet of pump to be 110mm diameter.

PUMP NO. 2

- (a) ABS AFP 1042 or equivalent
- (b) Minimum 1450 RPM
- (c) 380 volts, 6 Kw
- (d) Pump to be fitted with guide bracket for sliding in and out of the wet well on twin guide rails.
- (e) Delivery outlet of pump to be 110mm diameter.

Tenders are to be submitted in a sealed envelope marked "Tender No. SPTC/SEW/16/98—Supply and Delivery of Submersible Pumps" addressed to the Town Clerk, Selebi-Phikwe Town Council, Private Bag 001, Selebi-Phikwe and posted in the Tender Box at the office of the Town Clerk before 1200 hours on the 3rd July, 1998.

Tenders will be opened on the same day at 1400 hours. Tenderers wishing to be present at the opening are welcome.

Telegraphic, telephonic and telefaxed tenders will not be accepted. Prices quoted should be in Botswana Pula and held firm against Rand/Pula fluctuations for a minimum period of 90 days from closing date of tender.

Delivery periods to Selebi-Phikwe Town Council should be stated but should not exceed two calendar months from date of firm order.

Tenderers should submit with their offers specifications of the pump in English supported by illustrative brochures. Council is not bound to accept the lowest or any tender nor to give any reason thereof.

A.A.B. QUASHIE,
For Town Clerk.

Second Publication

Selebi-Phikwe Town Council — Tender No. 17/98

CONSTRUCTION OF PRIMARY SCHOOL AND TEACHERS' ACCOMMODATION

TENDERS ARE INVITED by the Selebi-Phikwe Town Council for the construction of a double storey primary school with a gross floor area of 3075m², one three bedroom medium cost house, eight semi-detached two bedroom low cost housing units and ancillary site works.

Only companies registered with the Ministry of Local Government, Lands and Housing in category 8 and above can submit tenders.

Tender documents can be obtained on presentation of receipt for payment of a non-refundable tender fee of P150.00 from office No. 1.29 (Senior Architect), Selebi-Phikwe Town Council as from 15th June, 1998. Tenders duly completed are to be submitted in a plain sealed envelope clearly marked "Tender No. 17/98—Construction of Primary School and Teachers' Accommodation" addressed to the Town Clerk, Selebi-Phikwe Town Council, Private Bag 001, Selebi-Phikwe to reach him not later than 12:00 hours on Monday 13th July, 1998.

Tenders will be opened on the same date at 14:00 hours. Tenderers wishing to be present at the opening of tenders are free to do so. Telegraphic, telefax or telephonic tenders will not be considered.

Notwithstanding anything in the foregoing, Selebi-Phikwe Town Council is not bound to accept the lowest or any tender or any part nor to incur any expenses in preparation thereof.

P. KASZAY,
For Town Clerk.

Second Publication

Selebi-Phikwe Town Council — Tender No. 18/98

SUPPLY AND DELIVERY OF OFFICE EQUIPMENT FOR PRIMARY SCHOOLS

TENDERS ARE INVITED by the Selebi-Phikwe Town Council for the supply and delivery of office equipment for primary schools. The supply consists of photocopiers and duplicating machines.

Tender documents can be obtained on presentation of receipt for payment of a non-refundable tender fee of P20.00 from office No. 1.29, Selebi-Phikwe Town Council as from 15th June, 1998. Tenders duly completed are to be submitted in a plain sealed envelope clearly marked "Tender No. 18/98—Supply and Delivery of Office Equipment for Primary Schools" addressed to the Town Clerk, Selebi-Phikwe Town Council, Private Bag 001, Selebi-Phikwe to reach him not later than 12:00 hours on Monday 13th July, 1998.

Tenders will be opened on the same date at 14:00 hours. Tenderers wishing to be present at the opening of tenders are free to do so. Telegraphic, telefax or telephonic tenders will not be considered.

Notwithstanding anything in the foregoing, Selebi-Phikwe Town Council is not bound to accept the lowest or any tender or any part nor to incur any expenses in preparation thereof.

P. KASZAY,
For Town Clerk.

Second Publication

Kgalagadi District Council — Tender No. 20 of 1998

DEVELOPMENT CONSTRUCTION

TENDERS ARE INVITED by the Kgalagadi District Council from contractors registered with the Ministry of Local Government, Lands and Housing for the construction of the following facilities in various locations in the district as follows:

- Tender No. 20.1*
20.1.1. — 1 No. Nurses house LA2 with its related services at Bokspits Clinic. Only category 2 and above should tender.
- Tender No. 20.2*
20.2.1. — 1 No. Nurses house LA2 with its related services at Khuis Health Post. Only category 2 and above should tender.
- Tender No. 20.3*
20.3.1. — 4 No. LA2 houses with their related services all at Tsabong. Only category 4 and above should tender.
- Tender No. 20.4*
20.4.1. — 3 No. LA2 Nurses houses with their related services all at Makopong Clinic. Only category 4 and above should tender.
- Tender No. 20.5*
20.5.1. — 4 No. LA2 houses with their related services all at Hukuntsi. Only category 4 and above should tender.

Tender details and specifications can be collected upon payment of a non-refundable fee of P50.00 from office No. 103, Block II at Rural Administration Centre, Tsabong. Drawings, specifications and other papers from the documents should not be removed or detached. Any detachment of papers from the documents may lead to disqualifications of tender.

Tender to be submitted in plain envelopes clearly marked "Tender No. 20 of 1998—Development Construction" and addressed to Council Secretary, Kgalagadi District Council, Private Bag 005, Tsabong.

Tenders are to reach the office not later than 0900 hours on Thursday 30th June, 1998 after which tenders will be opened on the same day in the presence of interested tenderers.

Notwithstanding anything contained in the foregoing Kgalagadi District Council is not bound to accept the lowest or any tender nor assign any reasons thereof or reimburse any expenses in respect of preparations thereof.

C.M. MOLATOLE,
For Council Secretary.

Second Publication

North West District Council — Tender No. NW/AB/17/98

DEVELOPMENT CONSTRUCTION—CONSTRUCTION OF WAREHOUSE AND OFFICES

TENDERS ARE INVITED by the North West District Council for the Construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 6 and above.

ITEM	LOCATION	TENDER PACKAGE	PROJECT DETAILS
1	Gumare	NW/AB/17/98	Construction of 1 No. Warehouse and Offices with related services

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 first floor, second block at Rural Administration Centre (RAC)—Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other paper documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/17/98 — Construction of Development Project — "1 No. Warehouse and Office" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 0900 hours on Friday 10th July 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof. North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
For Council Secretary.

Second Publication

North West District Council — Tender Notice No. NW/AB/18/98

DEVELOPMENT CONSTRUCTION—CONSTRUCTION OF HEALTH FACILITIES

TENDERS ARE INVITED by the North West District Council for the Construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 2 and above.

ITEM	LOCATION	TENDER PACKAGE	PROJECT DETAILS
1	Gudigwa	NW/AB/18/98	Construction of 1 No. LA2 house with related services

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 first floor second block at Rural Administration Centre (RAC)—Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other paper documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/18/98 — Construction of Development Project — District Housing", and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 0900 hours on Friday 10th July, 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof. North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
For Council Secretary.

Second Publication

North West District Council — Tender No. NW/AB/19/98

DEVELOPMENT CONSTRUCTION — "CONSTRUCTION OF HEALTH FACILITIES"

TENDERS ARE INVITED by the North West District Council for the Construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 2 and above.

ITEM	LOCATION	TENDER PACKAGE	PROJECT DETAILS
1	Gudigwa	NW/AB/19/98	Construction of 1 No. Health Post with related services

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 first floor second block at Rural Administration Centre (RAC) — Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other paper documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/19/98 — Construction of Development Project — Construction of Health Facilities", and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 0900 hours on Friday 10th July, 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof. North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
For Council Secretary.

Second Publication

North West District Council — Tender No. NW/AB/20/98

DEVELOPMENT CONSTRUCTION — CONSTRUCTION OF HEALTH FACILITIES

TENDERS ARE INVITED by the North West District Council for the Construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 2 and above.

ITEM	LOCATION	TENDER PACKAGE	PROJECT DETAILS
1	Gani	NW/AB/20/98	Construction of 1 No. LA2 house with related services

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 first floor second block at Rural Administration Centre (RAC) — Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other paper documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/20/98 — Construction of Development Project — Construction of Health Facility", and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 0900 hours on Friday 10th July, 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof. North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
For Council Secretary.

Second Publication

North West District Council — Tender No. NW/AB/21/98

DEVELOPMENT CONSTRUCTION—DISTRICT HOUSING

TENDERS ARE INVITED by the North West District Council for the Construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 6 and above.

ITEM	LOCATION	TENDER PACKAGE	PROJECT DETAILS
1	Kasane	NW/AB/21/98	Construction of 1 No. x 8 flats double storey block with related services

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 first floor second block at Rural Administration Centre (RAC) — Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other paper documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/21/98 — Construction of Development Project — District Housing", and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 0900 hours on Friday 10th July, 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof. North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
For Council Secretary.

Second Publication

Kweneng Land Board — Tender No. 3 of 1998

SUPPLY OF OFFICE FURNITURE

KWENENG LAND BOARD INVITES tenders for the supply and delivery of office furniture for the new Land Board Offices.

Tenderers shall have to inspect the building at Molepolole along the Molepolole-Gaborone next to the existing Land Board Offices. Inspection should be done during working hours. Tender specifications shall be obtained from the Land Board Secretary's Office, at a non-refundable fee of P40.00. The building is a 3 storey with 47 offices.

THE TENDER SHOULD FOCUS ON THE FOLLOWING:

1. 1 x Conference Hall building that includes the Chairman's office.
2. 1 x Chief Executive office
3. 2 x Deputy Chief Executive
4. 9 x Senior Officers' offices
5. 14 x Middle Managers' offices
6. 1 x Personal Assistants' offices
7. 1 x Reception
8. 12 x Lower Managements' offices
9. 2 x Resting places
10. 1 x Library
11. 1 x Computer Room
12. 2 x Lease Office storages

Tenders should be submitted in plain sealed envelopes clearly marked "Tender No. 3 of 1998—Supply of Office Furniture" and addressed to Board Secretary, Kweneng Land Board, Private Bag 006, Molepolole.

Tenders should reach the office not later than 30th June, 1998 at 10.00hrs. Tenders will be opened in the Land Board Chamber soon after closing time. Interested parties are welcome.

Kweneng Land Board is not bound to accept the lowest or any tender nor to provide reasons for accepting nor rejecting any tender. The Land Board shall not be responsible for any costs incurred in the preparation of the tender. Tenders sent by telephone or fax will not be considered.

F. MMOLAWA,
For Board Secretary.

Second Publication

Kgalagadi District Council — Tender No. KGDC 16/98

ERECTION OF SECURITY FENCE AT MAAKE AND ZUTSWA NEW PRIMARY SCHOOLS

KGALAGADI DISTRICT COUNCIL INVITES tenders from registered Building Contractors and Fencing Companies to erect security fence at Maake and Zutswa new Primary Schools.
Tender details and specifications can be collected upon payment of a non-refundable fee of P20.00, from the office of the Technical Officer (Works) in Hukuntsi.

Tenders should be submitted in a sealed envelope clearly marked: "Tender No. KGDC 16 of 1998" addressed to the Council Secretary, Kgalagadi District Council, Private Bag 005, Tsabong and should reach the office on or before 30th June, 1998 at 0900 after which they will be opened in the presence of tenderers who wish to attend the opening.

Kgalagadi District Council does not bind itself to accept the lowest or any other tender nor to assign any reasons thereof.

C.M. MOLATOLE,
For Council Secretary.

Second Publication

North East District Council — Tender No. 13 of 1998

SUPPLY AND DELIVERY OF VEHICLES

NORTH EAST DISTRICT COUNCIL INVITES tenders for the supply and delivery of the following vehicles:

1. 2 No. seven ton trucks powered by 6 cylinder diesel engine. With drop side body and half rails.
2. 1 No. 4 x 4 vehicle powered by petrol engine.
3. 1 No. 10m³ to 12m³ refuse compactor powered by diesel engine.

The following extras should be quoted separately — 110 litres bin lifters for a compactor.

Bull bars and tow bars. All vehicles should be white in colour. Deliveries to Masunga Suppliers Department. Tenderers to specify delivery period of vehicles quoted for. Price to be hold firm for 90 days at which tenders to be delivered. Conditions relating to currency fluctuation be clearly stated.

Tenders in a clearly marked envelope "Tender No. 13 — Supply and Delivery of Vehicles" addressed to the Council Secretary, North East District Council, Private Bag 004, Masunga, to reach his office not later than 10 a.m. Monday 29th June 1998. Tenders will be closed and opened therefore, in the presence of tenderers wishing to attend the opening.

North East District Council does not bind itself to accept the lowest tender nor assign any reasons for its rejection.

E.S PHEKO,
For Council Secretary.

Second Publication

Central District Council — Tender No. CDC/29/98

CENTRAL DISTRICT COUNCIL invites tenders for the construction of the Education and Health facilities.

BOBIRWA SUB-DISTRICT

TENDER NO. CDC/AB-29/98/1 (CATEGORY 8/9)

FACILITY	LOCATION	APPROX. AREA
Teachers Quarters LA 2	Mmadinare (New School)	6 x 60 m ²
Two classroom block	" "	4 x 165 m ²
Four Unit W.C.	" "	2 x 8 m ²
Two Unit W.C.	" "	1 x 4 m ²
Administration block	" "	1 x 237 m ²
School kitchen	" "	1 x 40 m ²

SEROWE/PALAPYE SUB-DISTRICT

TENDER NO. CDC/AB-29/98/2 (CATEGORY 8/9)

Two classroom block	Serowe (New School)	
	(Makolo Ward)	
Teachers Quarters LA 2	" "	4 x 165 m ²
Four Unit W.C.	" "	6 x 60 m ²
Two Unit W.C.	" "	2 x 8 m ²
Administration block	" "	1 x 4 m ²
School kitchen	" "	1 x 237 m ²
	" "	1 x 40 m ²

TENDER NO. CDC/AB-29/98/3 (CATEGORY 7/8)

Two classroom block	Majwana-a-dipitse	
	(New School)	
Teachers Quarters LA 2-P	" "	2 x 165 m ²
Four Unit Pit Latrine	" "	4 x 60 m ²
Two Unit Pit Latrine	" "	1 x 8 m ²
Single Unit Pit Latrine	" "	2 x 5 m ²
School kitchen	" "	4 x 2 m ²
Administration block	" "	1 x 40 m ²
	" "	1 x 237 m ²

TENDER NO. CDC/AB-29/98/4 (CATEGORY 3 and 4)

Teachers Quarters LA 2	Manaledi	1 x 60 m ²
------------------------	----------	-----------------------

TENDER NO. CDC/AB-29/98/5 (CATEGORY 8/9)

Two classroom block	Tutume New (Proposed)	4 x 165 m ²
Teachers Quarters LA 2	" "	8 x 60 m ²
Four Unit W.C.	" "	2 x 8 m ²
Two Unit W.C.	" "	1 x 4 m ²
Administration block	" "	1 x 237 m ²
School kitchen	" "	1 x 40 m ²

TENDER NO. CDC/AB-29/98/6 (CATEGORY 7/8)

Two classroom block	Kutamogoree (New School)	2 x 165 m ²
Teachers Quarters LA 2-P	" "	4 x 60 m ²
Single Unit Pit Latrine	" "	4 x 2 m ²
Four Unit Pit Latrine	" "	1 x 8 m ²
Two Unit Pit Latrine	" "	2 x 5 m ²
Administration block	" "	1 x 237 m ²
School kitchen	" "	1 x 40 m ²

MAHALAPYE SUB-DISTRICT**TENDER NO. CDC/AB-29/98/7 (CATEGORY 7/8)**

FACILITY	LOCATION	APPROX. AREA
Two classroom block	Moralane (New School)	2 x 165 m ²
Teachers Quarters LA 2-P	" "	4 x 60 m ²
Four Unit Pit Latrine	" "	1 x 8 m ²
Two Unit Pit Latrine	" "	2 x 5 m ²
Administration block	" "	1 x 237 m ²
School kitchen	" "	1 x 40 m ²
One Unit Pit Latrine	" "	4 x 2 m ²

TENDER NO. CDC/AB-29/98/8 (CATEGORY 5/6)

Completion of Two classroom block	Ramokgonami	1 x 165 m ²
Completion of Teachers Quarters LA 2	"	2 x 60 m ²
Completion of Four Unit W.C.	"	1 x 8 m ²
Completion of School kitchen	"	2 x 40 m ²
Completion of Administration block	"	1 x 100 m ²
Completion of Administration block	Chadibe	1 x 100 m ²

TENDER NO. CDC/AB-29/98/9 (CATEGORY 5/6)

Completion of Health Clinic	Machaneng	1 x 130 m ²
Completion of Maternity Ward	"	2 x 130 m ²
Completion of Two Unit W.C.	"	1 x 4 m ²
Completion of Nurses House LA 2	"	2 x 60 m ²
Two Unit Pit Latrine	"	1 x 5 m ²

Tender documents may be obtained by writing to the Council Architect, Central District Council, Private Bag 001, Serowe or may be collected in person from Architecture and Building Department, Central District Council at Rural Administration Centre, Room No. B19 Serowe.

Tender documents shall only be issued to contractors who can show proof of registration with Ministry of Local Government, Lands and Housing.

A non-refundable fee of P20,00 will be charged. Documents will be available from 11th June, 1998 to 8th July, 1998. Tenders must be enclosed in a plain sealed envelope addressed to the Council Secretary, Central District Council, Private Bag 001, Serowe and boldly marked "Tender No. CDC/AB-29/98. Tender documents must be received in the office of the Council Secretary, Central District Council not later than 09.00 hours on Friday 10th July, 1998.

Tenders will be opened immediately after the closing time and willing tenderers may be present at the time of opening.

The Council does not bind itself to accept the lowest or any tender or assign any reason thereof.

S.N. NSHAKAZHOGWE,
for Council Secretary.

Second Publication**Kgatlang District Council — Tender No. KG 20 of 1998****SUPPLY OF UNIFORM AND PROTECTIVE CLOTHING**

KGATLENG DISTRICT COUNCIL invites tenders for the supply of uniform and protective clothing. Tenderers should quote firm prices with period of delivery.

Tenders should be submitted to Room 26, Rural Administration Centre Mochudi before 9.00 a.m. on the 29th June, 1998. Opening of tenders shall be on the same date (29th June, 1998) where tenderers are free to attend.

Suppliers/tenderers should submit samples regarding type and quality of items to supplies department, Mochudi.

Tenders should be in sealed envelopes clearly marked "Tender No. KG 20 of 1998—Supply of Uniform and Protective Clothing" addressed to: Council Secretary, Kgatlang District Council, Private Bag 11, Mochudi.

Kgatlang District Council does not bind itself to accept any lowest tender nor advance reasons for non-acceptance. For more information please contact the office of the Senior Supplier Officer at Telephone No. 377215.

A list of items needed is attached.

DESCRIPTION OF ITEM	QUANTITY
1. Straight overalls – Blue denim	225
2. Two piece overalls – acid proof	178
3. Two piece overalls – Cotton	171
4. Khakhi dust coats – wash and wear	52
5. Dust coats – acid proof	5
6. Khakhi trousers	100
7. Khakhi shirts	100
8. Bush hats	279
9. Ladies jerseys – cleaners	5
10. Security socks	90
11. Safari suits – khakhi	4
12. Safari suits – white for nurses	4
13. Mens jerseys – messenger	101
14. Ladies dresses – G.D.A'S	136
15. Black suits – VIP drivers	4
16. Ladies overalls – cleaners	39
17. Plastic gloves – sanitation	76
18. Leather S/L gloves	149
19. Ladies barrets	90
20. Rain coats two piece soft (ladies)	72
21. Rain coats two piece soft (gents)	34
22. Rain coats two piece P.V.C. (gents)	36
23. Gum boots	25
24. Jordan shoes	17
25. Safety shoes/ankle boots	381
26. Boots – Matimela herdmen	18
27. Men's shoes – VIP drivers	6
28. Ladies shoes – messenger/cleaner	131
29. Black tie	44
30. Air respirators	50
31. Plastic goggles	20
32. Boots short toe	28
33. Half boots – workshop	23

P. TSHEGOFATSO,
for Council Secretary.

Second Publication

Kgatlang District Council — Tender No. KG 23 of 1998

SUPPLY OF CLEANING MATERIALS

KGATLENG DISTRICT COUNCIL invites tenders for the supply of cleaning materials. Firm prices are to be quoted by tenderers with period of delivery.

Tenders should be submitted to Room 26, Rural Administration Centre, Mochudi before 9.00 a.m. on the 29th June, 1998. Tenders shall be opened on the same date (29th June, 1998) of which tenderers are free to attend.

Suppliers/tenderers should submit samples regarding type and quality of items to supplies department, Mochudi.

Tenders should be in sealed envelopes clearly marked "Tender No. KG 23 of 1998—Supply of Cleaning Materials" addressed to: Council Secretary, Kgatlang District Council, Private Bag 11, Mochudi.

The Council does not bind itself to accept any lowest tender nor give reasons for non-acceptance. For more information please contact the office of the Senior Supplier Officer at Telephone No. 377215.

A list of items needed is attached.

DESCRIPTION OF ITEM

QUANTITY

1. Toilet brushes	166
2. Sweeping brooms – soft	292
3. Feather duster – long/short	135
4. Yellow duster – dozen	358
5. Doom spray – 325ml 12 pack	81
6. Handy Andy – 400ml	601
7. Air Freshner – 325ml	629
8. Mops	294
9. Furniture Oil – 500ml	297
10. Floor brushes	200
11. Windowlene – 750ml	536
12. Powdered soap (Omo) 2kg	1 836
13. Vim – 500g	3 117
14. Jeys Fluid – 750ml	550
15. Bath soap – 125g	2 744
16. Sunlight liquid soap – 750ml	878
17. Mutton cloth – 400g	659
18. Cobra polish – 20l	237
19. Toilet Paper rolls – (bale of 48)	982
20. Blue death – 250g	156
21. Steel wool rolls	94
22. Pot scourer	282
23. Dish drying cloth	52
24. Hand towels	52
25. Dyroach spray – 325ml (10 pack)	312

P. TSHEGOFATSO,
for Council Secretary.

Second Publication

Kgatlang District Council — Tender No. KG 24 of 1998

SUPPLY OF STATIONERY

KGATLENG DISTRICT COUNCIL invites tenders for the supply of stationery for Kgatlang District Council. Firm prices are to be quoted by tenderers with period of delivery.

Tenders should be submitted to Room 26, Rural Administration Centre, Mochudi before 9.00 a.m. on the 29th June, 1998. Tenders shall be opened on the same date (29th June, 1998) of which tenderers are free to attend.

Suppliers/tenderers should submit samples regarding type and quality of items to supplies department, Mochudi. Tenders should be in sealed envelopes clearly marked "Tender No. KG 24 of 1998—Supply of Stationery" addressed to: Council Secretary, Kgatlang District Council, Private Bag 11, Mochudi.

The Council does not bind itself to accept any lowest tender nor give reasons for non-acceptance. For more information please contact the office of the Senior Supplier Officer at Telephone No. 377215.

A list of items needed is attached.

DESCRIPTION OF ITEM

QUANTITY

1. Paper clips (boxes)	85
2. Masking tape rolls 100m	70
3. Hard cover exercise books – A4	209
4. Pens – packet of 50	138
5. Typewriter carbon paper A4 – packet	10
6. Envelopes – different sizes (boxes)	114
7. Pen carbon paper A4 – packet	27
8. Tippex set 20 ml	197
9. Accessible files	100
10. LG 25 files	480

11. Lever Arch files	356
12. Ruled paper A4 – reams	197
13. Duplicating ink – Gestetner	25
14. Photocopier tonner – Gestetner	97
15. Photocopying paper A3 (reams)	186
16. Photocopying paper A4 (reams)	812
17. Duplicating paper A4	99
18. Short hand note book A5	40
19. File tags	35
20. File hanger/suspenders	200
21. Stapler 56/6	68
22. Flimsy paper A4	35
23. Staples – boxes 56/6	60
24. Adding machine rolls	100

P. TSHEGOFATSO,
for Council Secretary.

Second Publication

Notice of Intention to Dispose of Trading Licence

NOTICE IS HEREBY given in terms of section 23 (c) of the Trade and Liquor Act (Cap. 43:02) that I, Shenaaz Khan t/a Shenaaz has disposed of her entire interest in carrying on the business of a General Dealer licence to Navshina (Pty) Limited who will continue to trade at the same premises at Plot 317, Lobatse, under the style of a Speciality licence.

SHENAAZ KHAN t/a SHENAAZ, P.O. Box 302, LOBATSE.

Second Publication

Notice of Intention to Dispose of Trading Licence

NOTICE IS HEREBY given in terms of section 23 (c) of the Trade and Liquor Act (Cap. 43:02) that I, Jean-Paul Weeda representing Kuru have disposed of my entire interest in carrying on the business of a General Dealer/Fresh Produce licence to James Morris who will continue to trade at the same premises and under the same style of a General Dealer/Fresh Produce.

JEAN-PAUL WEEDA (MANAGER) KURU DEVELOPMENT TRUST, P.O. Box 219, GHANZI.

Second Publication

Change of Name

PURSUANCE to section 21 (1) of the Companies Act (Cap. 42:01) as amended, notice is hereby given that The Kgotla (Proprietary) Limited will make an application to the Registrar of Companies for his approval to change the name of the company to The Kotla Investments (Proprietary) Limited after (14) days fourteen days of the second publication of the advertisement have elapsed.

for and on behalf of the Company
ACCOUNTING & BUSINESS SERVICES (PTY) LTD, P.O. Box 1839, GABORONE.

Second Publication

Notice of Application for Removal of Licence

NOTICE IS HEREBY given that the undersigned intends to apply for a removal of Specialised Dealer Licence in respect of the premises situated at BDC Numbers 7 and 8, Selebi-Phikwe to Lot Number 2695, Industrial Area Selebi-Phikwe and that the Selebi-Phikwe Local Authority has determined that the application shall be heard by the Licensing Authority on 18th June, 1998.

MAXISAVE BOTSWANA (PTY) LTD, t/a Maxisave Mica, c/o Access Professional Services (Pty) Ltd,
P.O. Box 830, PALAPYE.

Second Publication

Notice of Application for Removal of Licence

NOTICE IS HEREBY given that the undersigned intends to apply for a removal of a Motor Dealer Licence in respect of the premises situated at Lot C1, Palapye to Lot 90, Shop No. 10 Palapye T-Junction and that the Serowe/Palapye Sub Local Authority has determined that the application shall be heard by the Licensing Authority on 22nd June, 1998.

CROWN ENTERPRISES (PTY) LTD, t/a Palapye Parts Centre, c/o Access Professional Services (Pty) Ltd,
P.O. Box 830, PALAPYE.

Second Publication

Notice of Application for Removal of Licence

NOTICE IS HEREBY given that the undersigned intends to apply for a removal of a Motor Dealer Licence from Plot 1218, Extension 6, Gaborone to Plot 10220, Gaborone in terms of section 23 of the Trade and Liquor Act, 1987 (No. 43:02 of 1987), and that the Gaborone City Council has determined to hear the application on the 10th of June, 1998.

ARRYES (PTY) LTD, t/a B.N.D. Services, c/o Patbee Consulting (Pty) Ltd,
P.O. Box 20898, GABORONE.

Second Publication

Notice of Application for Removal of Licence

NOTICE IS HEREBY given that the undersigned intends to apply for a removal of a Garage/workshop Licence from Plot 1218, Extension 6, Gaborone to Plot 10220, Gaborone in terms of section 23 of the Trade and Liquor Act, 1987 (No. 43:02 of 1987), and that the Gaborone City Council has determined to hear the application on the 10th of June, 1998.

ARRYES (PTY) LTD, t/a B.N.D. Services, c/o Patbee Consulting (Pty) Ltd,
P.O. Box 20898, GABORONE.

Second Publication

Notice of Application for Transfer of Licence

NOTICE IS HEREBY given that the undersigned intends to transfer Bottle Store Licence in respect of premises situated at Bokspits to Hilda Catherine Martin who will continue to trade at the same premises and under the same style of Bottle Store and that the Kgalagadi District Council has determined that the application shall be heard by the Licensing Authority in 1998.

SOPHIE JANE MARTIN, Private Bag M9, MIDDLEPITS.

Second Publication

Notice of Application for Transfer of Licence

NOTICE IS HEREBY given that the undersigned intends to transfer Specialised Dealer (Florist, Gifts) Licence in respect of premises situated at Lot 131328, Extension 25, to Andor Investments (Pty) Ltd who will continue to trade at the premises and under the same style of Milla's Floral Creations and that the Gaborone City Council has determined that the application shall be heard by the Licensing Authority on the 10th June, 1998.

ZAF HOLDING (PTY) LTD, P.O. Box 40070, GABORONE.

Second Publication

Notice of Application for Transfer of Licence

NOTICE IS HEREBY given that the undersigned intends to transfer of a Specialised Dealer (Toyshop) Licence in respect of premises situated at Lot 13102, Maruapula to Kidz Inc. who will continue to trade at the same premises and under the same style of Special Dealer Licence (Toyshop) and that the Gaborone City Council has determined that the application shall be heard by the Licensing Authority on the 10th June, 1998.

KIDZ INCORPORATED (PTY) LTD, Private Bag F349, FRANCISTOWN.

Second Publication

Notice of Application for Transfer of Licence

NOTICE IS HEREBY given that the undersigned intends to apply for a certificate in terms of section 9 of the Trade and Liquor Act, 1987 to obtain: a transfer of a Specialised Dealer Licence in respect of premises situated at Shop 6, Riley's Garage Complex, lot 142, Maun from Will of the Wisp (Pty) Ltd to Chanoga Safaris (Pty) Ltd and that the Maun Local Licensing Authority has determined that the application shall be heard on the 30th June, 1998.

EVELYN WESKOB, Village Blossoms, Private Bag 44, MAUN.

Second Publication

Notice of Application for a Change of Style of Licence

NOTICE IS HEREBY given that the undersigned intends to apply in terms of section 26 (2) (a) and (3) of the Trade and Liquor Act, 1987 (Cap. No. 43:02 of 1987) to change the style of Restaurant Liquor to Bar Liquor in respect of the premises situated at Ramaphatle and that the Kweneng District Council has determined that the application shall be heard by the Licensing Authority in 28th May, 1998.

MICHAEL MMUSI, P.O. Box 402540, GABORONE.

Second Publication

Alteration of Style of Business

NOTICE IS HEREBY given that the undersigned intends to apply for authority to change Bar Liquor Licence to Liquor Restaurant in respect of premises situated at Tshane and that the Kgalagadi District Council has determined that the application shall be heard by the Licensing Authority on 6th July, 1998.

MERCY LESANG MOTSHOGE, P.O. Box 26, TSHANE.

Second Publication

Notice of Application for Issue of Casino Licence

NOTICE IS HEREBY given that the undersigned intends to apply for the issue of a Casino Licence at Morning Star Hotel in Tlokweng in terms of section 8 of the Casino Act (Cap. 19:01). Any person who wishes to object to the issue of such licence should within sixty (60) days of the second publication of this notice, give notice in writing to the Casino Central Board, Private Bag 004, Gaborone, and to the Applicant's Attorney at the address stated hereunder, of his intention to oppose such application and state the grounds upon which his objection is based.

DATED at Gaborone on this 25th day of May, 1998.

BOITEKO INVESTMENTS (PTY) LTD, c/o M.K. Moesi & Co., Thipe House, African Mall,
P.O. Box 10193, GABORONE.

Second Publication

Lost Title Deed

NOTICE IS HEREBY given that the undersigned intends to applying for a certified copy of Lost Deed of Transfer No. 541/84 dated 3rd December, 1984 in favour of the Trustees for the time being of the Standard Chartered Bank Botswana Pension Fund Trust in respect of:

CERTAIN: piece of land being Lot 4754, Gaborone.

SITUATE: in Gaborone — Extension 16.

MEASURING: 932 m² (nine hundred and thirty two square metres)

Any person having objection to the issue of such copy, is hereby requested to lodge same in writing with the Registrar of Deeds, Private Bag 0020, Gaborone within 21 days from the second publication of this notice.

DATED at Gaborone this 27th day of May, 1998.

DOREEN KHAMA, ATTORNEYS, P.O. Box 335, GABORONE.

Second Publication

Lost Title Deed

NOTICE IS HEREBY given that the undersigned intends to applying for a certified copy of Memorandum of Agreement of Lease No. 424/95 dated 10th November, 1995 in favour of Karipama Katjipotu in respect of the under-mentioned property:—

CERTAIN: piece of land being Tribal Lot 1, Kudumatse;
SITUATE: Kudumatse in the Bangwato Tribal Territory;
MEASURING: 3367 m² (Three Thousand Three Hundred and Sixty-Seven Square Metres)

Any person having objection to the issue of such copy, are hereby required to lodge their objections with the Registrar of Deeds for Botswana at Gaborone within three (3) weeks of the date of the second publication of this notice.

BENITO ACOLATSE, ATTORNEYS, *Applicant's Attorneys*, P.O. Box 1157, GABORONE.

Second Publication

Notice to Debtors and Creditors

IN THE ESTATE of the Late Adriaan Adam Van Den Berg who died at Alberton, in the Republic of South Africa, on the 6th day of October, 1997.

NOTICE IS HEREBY given that Debtors and Creditors in the above Estate are hereby called upon to file their claims and pay their debts to the undersigned within 30 (thirty) days from the date of publication hereof.

DATED at Gaborone this 28th day of May, 1998.

ARMSTRONGS, ATTORNEYS, 5th Floor, Barclays House, P.O. Box 1368, GABORONE.

Second Publication

Lost Bond

NOTICE IS HEREBY given that we intend applying for a certified copy of Mortgage Bond No. 230/86 registered on the 9th April, 1986 by Mukani Sports and Musical Supplies (Proprietary) Limited in favour of Tswelelo (Proprietary) Limited in respect of:

CERTAIN: piece of land being Lot 6137, Francistown;
SITUATE: in Francistown Administrative District;
MEASURING: 300 m² (Three Hundred Square Metres);
HELD: under Deed of Fixed Period State Grant No. 86/83 dated 8th March, 1983;

Any person having objection to the issue of such copy is hereby required to lodge same in writing to the Registrar of Deeds within three (3) weeks of the last publication hereof.

MOSOJANE, PHUMAPHI & CO., *Applicant's Attorneys*, 209 Blue Jacket Square,
 P.O. Box 484, FRANCISTOWN.

Second Publication

Lost Notarial Deed of Cession

NOTICE IS HEREBY given that the undersigned intends applying for a certified copy of Notarial Deed of Cession and Delegation No. 11/89 dated 1st March, 1989 in favour of Phuramarapo Investments (Proprietary) Limited in respect of the under-mentioned property:—

CERTAIN: piece of land being Lease Area No. 29 km;
SITUATE: at Ranch J9 in the Bakwena Tribal Territory;
MEASURING: 6060.6424 Ha (Six nought Six nought decimal six four two four hectares);

Any persons having objection to the issue of such copy are hereby required to lodge their objections with the Registrar of Deeds for Botswana at Gaborone within three (3) weeks of the date of the second publication of this notice.

BENITO ACOLATSE, ATTORNEYS, *Applicant's Attorneys*, P.O. Box 1157, GABORONE.

Second Publication

Lost Deeds of Transfer

NOTICE IS HEREBY given that Victor Oupa Selikane intends applying for the certified copy of Memorandum of Agreement of Lease No. 123/93 dated 26th day of March, 1993 in respect of the below mentioned property, namely:—

CERTAIN: piece of land being Tribal Lot 1469, Mogoditshane;
SITUATE: at Mogoditshane in the Bakwena Tribal Territory;
MEASURING: 1006 m² (One Thousand and Six Square Metres);
WHICH PROPERTY: is held under Memorandum of Agreement of Lease No. 123/93 dated 26th day of March, 1993 made in favour of Neo Asafo Adjei and subsequent Notarial Deed of Cession no. 50/95 dated 2nd day of June, 1995 and made in favour of Victor Oupa Selikane;
SUBJECT TO: All such conditions as the aforesaid Deed will more fully point out;

All persons having objection to the issue of such copy, are hereby requested to lodge same in writing with the Registrar of Deeds, Private Bag 0020, Gaborone within 3 (Three) weeks of the last publication of this notice.

DATED at Gaborone this 29th day of May, 1998.

MINCHIN & KELLY (BOTSWANA), *Applicant's Attorneys*, Plot 688, Khwai Road, P.O. Box 1339, GABORONE.

Second Publication

Application for Copy of Lost Memorandum of Agreement of Lease

NOTICE IS HEREBY given that Farouk Tajbhai intends applying for a certified copy of:—

Memorandum of Agreement of Lease No. 302/93, registered on the 6th September, 1993 in favour of Farouk Tajbhai in respect of:

CERTAIN: piece of land being Tribal Lot 529 Molepolole;
SITUATE: at Molepolole in the Bakwena Tribal Territory;
MEASURING: 1500 m² (One Thousand Five Hundred Square Metres);

Any person having objection to the issue of such a copy is hereby required to lodge the same in writing with the Registrar of Deeds at Gaborone within 3 (Three) weeks of the last publication of this notice.

DATED at Gaborone this 25th day of May, 1998.

ARMSTRONGS, *Attorneys for the Applicant*, P.O. Box 1368, GABORONE.

Second Publication

Application for Copy of Lost Covering Surety Mortgage Bond

NOTICE IS HEREBY given that Metro Sefalana Cash & Carry Limited intends applying for a certified copy of:

Covering Surety Mortgage Bond No. 437/95, registered on the 6th May, 1995 passed by Farouk Tajbhai in favour of Metro Sefalana Cash & Carry Limited in respect of:—

CERTAIN: piece of land being Tribal Lot 529 Molepolole;
SITUATE: at Molepolole in the Bakwena Tribal Territory;
MEASURING: 1500 m² (One Thousand Five Hundred Square Metres);

Any person having objection to the issue of such a copy is hereby required to lodge the same in writing with the Registrar of Deeds at Gaborone within 3 (Three) weeks of the last publication of this notice.

DATED at Gaborone this 25th day of May, 1998.

ARMSTRONGS, *Attorneys for the Applicant*, P.O. Box 1368, GABORONE.

Second Publication

Liquidators Notice

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA, LOBATSE

HAKVIR (BOTSWANA) (PTY) LIMITED (IN LIQUIDATION)

Master's Reference Number: Misca 75/98

NOTICE OF FIRST MEETING OF CREDITORS

NOTICE IS HEREBY given that the First Meeting of Creditors of the abovenamed company in Liquidation will be held before the Master of the High Court, Master's Chambers, The High Court, Lobatse, at 11.00 on the 15th June, 1998, for the following purposes:

1. Proof of claims against the company.
2. To receive the report of the Joint Provisional Liquidators, in terms of section 243 of the Companies Act, (Cap 42:01).
3. To receive and accept the summarised account of the Joint Provisional Liquidators.
4. To consider the remuneration of the Joint Provisional Liquidators.
5. To appoint the Liquidator.
6. Any other business.

Creditors are requested to complete the claim forms and hand them over to the address below by the 10th of June, 1998.

DATED at Gaborone this 29th May, 1998.

SHEELA RAJARAM MOHAN — JOINT PROVISIONAL LIQUIDATOR,
 c/o Acumen Administrators (Pty) Limited, P.O. Box 1157, GABORONE.

Second Publication

Republic of Botswana — Central Transport Organisation

AUCTION SALE OF GOVERNMENT BOARDED PLANT AND MACHINERY

IT IS NOTIFIED for the general information that auction sale of Government Boarded Plant and Machinery would be conducted at CTO headquarters depot as indicated below:

1. Gaborone 10th June, 1998

Collection of deposit would start at 07.30 hours and the sale at 0930 hours

CONDITIONS OF SALES

1. Items would be sold in lot numbers to the highest bidder.
2. The Government reserves to reject any bid whether or not the highest.
3. Payment of Deposit.
 - 3.1 Bidders wishing to participate should pay P1000 refundable deposit for each vehicle, he/she intends to buy. (for example a bidder wishing to buy 5 vehicles should pay a total of P5000 in advance as deposit).
 - 3.2 After each successful bid the auctioneer will collect the bidding card.
4. Payment must be made by cash or bank certified cheques immediately after the auction. Any successful bidder who fails to make payment immediately will lose the deposit paid to the government and those items not paid for will be re-auctioned immediately or at a later date to be decided by the government.
5. All items sold are to be removed from CTO premises soon after the auction and the government will not be responsible for the safety of sold items. Removal of any item would be allowed only on presentation of an official receipt of purchase. The ownership of items not removed within seven days after the sale will revert back to the government without any compensation to the buyer. No refund of money will be made.
6. items are offered "as in the condition" without any warranty expressed or implied.
7. bidders who were not successful in any bid should collect the deposits before leaving CTO premises.
8. For further information contact CTO Telephone No. 371776 or 356391.

Second Publication

T.N. PHENDU,
for General Manager.

South East District Council

PUBLIC AUCTION SALE NOTICE

SOUTH EAST DISTRICT COUNCIL shall sell by public auction on the 3rd July, 1998 at 8.00 a.m. at Council Stores yard. Items on sale are matimela cattle, goats, donkeys, sheep, vehicles and a lot of unserviceable items.

M.G. MMUSI,
for Council Secretary.

Second Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 179/93

In the matter between:

THE LIQUIDATOR BOTSWANA COOPERATIVE BANK LTD (IN LIQUIDATION)	<i>Plaintiff</i>
and	
P.I. TRANSPORT (PTY) LTD	<i>Defendant</i>

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the movable property of the Defendant mentioned below will be sold in execution by the Deputy Sheriff:

DATE OF SALE:	Saturday 27th June, 1998
TIME:	10.00 a.m.
VENUE:	Francistown Police Station
PROPERTY TO BE SOLD:	Man Hose BD 2764 B, Land Rover B 851 ADC, 7 office chairs, 2 filing cabinets, 2 office tables, photocopier, 4 office tables.
TERMS OF SALE:	Cash or bank guaranteed cheques.

DATED at Gaborone this 25th day of May, 1998.

DEPUTY SHERIFF KETSHABILE, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*, Dinatla Court,
P.O. Box 882, GABORONE.

Second Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. 1544/94

In the matter between:

STANDARD CHARTERED BANK BOTSWANA LIMITED	<i>Plaintiff</i>
and	
MOTSEI HIRSCHFELD ASSISTED BY HER HUSBAND BOTIKI HIRSCHFELD	<i>Defendant</i>

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following property will be sold by public auction to the highest bidder by Deputy Sheriff as follows:

DATE OF SALE:	20th June, 1998
TIME:	10.00 a.m.
VENUE:	Central Police Station
PROPERTY TO BE SOLD:	2 electric fridge, 9 piece dining room suite, 4 piece sofas, T.V. Rowa, VCR, music system (Grundie) music system, all curtains, Elephant horns, electrical heater, food warmer, 2 washing machines, V.W. motor vehicle B 268 ABH, 4 piece cane chairs.
TERMS OF SALE:	Cash or bank guaranteed cheques will be accepted.

DATED at Gaborone this 27th day of May, 1998.

GAELAE RAMATLAPANA DEPUTY SHERIFF, c/o BRISCOE ATTORNEYS, *Plaintiff's Attorneys*,
Plot 222, Independence Avenue, P.O. Box 402492, GABORONE.

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 611/95

In the matter between:

NATIONAL DEVELOPMENT BANK
and
BAKHWI ENTERPRISES (PTY) LTD

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following property of the Defendant will be sold by public auction to the highest bidder as follows:

DATE OF SALE: 29th June, 1998
TIME: 10.00 a.m.
VENUE: Masunga Industrial Site
PROPERTY TO BE SOLD: Defendant's right title and interest being a commercial piece of land lot 71; situated at Masunga - Industrial area, which is erected a business building currently used as milling and any other developments thereon.
CONDITIONS OF SALE: Detailed terms and conditions of the sale together with details of the property may be inspected at the Deputy Sheriff's Office c/o National Development Bank. Telephone No. 352801, P.O. Box 225, Gaborone.
TERMS OF SALE: Cash or bank guaranteed cheques immediately after sale.

DATED at Gaborone this 25th day of May, 1998.

DEPUTY SHERIFF K.P. WAHENG (TEL: 352801) for NATIONAL DEVELOPMENT BANK,
 c/o ISAAC LESEDI SELOKO, *Plaintiff's Attorneys*, Development House, 2nd Floor, The Mall,
 P.O. Box 225, GABORONE. TEL: 352801 FAX: 374444

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. 1438/95

In the matter between:

STANDARD CHARTERED BANK BOTSWANA LIMITED
and
NTHAKENG JANE SEJOE

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following property will be sold by public auction to the highest bidder by Deputy Sheriff as follows:

DATE OF SALE: 20th June, 1998
TIME: 10.00 a.m.
VENUE: Central Police Station
PROPERTY TO BE SOLD: 3 piece lounge suite, colour T.V., Super Multi video machine, floor mat, 3 piece coffee tables, 4 burner gas stove, Kelvinator microwave, Indesit electric fridge, gas heater, sandwich toaster, 48kg gas cylinder, concrete mixer.
TERMS OF SALE: Cash or bank guaranteed cheques will be accepted.

DATED at Gaborone this 28th day of May, 1998.

GAELAE RAMATLAPANA DEPUTY SHERIFF, c/o BRISCOE ATTORNEYS, *Plaintiff's Attorneys*,
 Plot 222, Independence Avenue, P.O. Box 402492, GABORONE.

Second Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 2380/95

In the matter between:

BARCLAYS BANK OF BOTSWANA LIMITED
and
DITSHENYEGELO MATHIBA
SETHAPA KERREL MATHIBA

Plaintiff
1st Defendant
2nd Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the immovable property of the above-named second Defendant is hereby advertised for sale in execution by Deputy Sheriff Charles Sheldon in the following manner:

DATE OF SALE: Wednesday 10th June, 1998
TIME: 10.00 a.m.
VENUE: Lot 12071, Extension 36, Gaborone
PROPERTY TO BE SOLD: Second Defendant's right, title and interest in Lot 12071, Gaborone measuring 414 m² square metres together with improvements thereon, being a house consisting of 1 bedroom en-suite, 3 bedrooms, television room, sitting room, dining room, kitchen, bathroom and toilet.
CONDITIONS OF SALE: Detailed conditions of sale may be inspected at the offices of Charles Sheldon.

DATED at Gaborone this 15th day of May, 1998.

DEPUTY SHERIFF C. SHELDON, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*, Dinatla Court,
P.O. Box 882, GABORONE.

Second Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 268/96

In the matter between:

NATIONAL DEVELOPMENT BANK
and
DIPHOLLO DIPHOLLO

Plaintiff
Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following property of the Defendant will be sold by public auction to the highest bidder as follows:

DATE OF SALE: 27th June, 1998
TIME: 10.00 a.m.
VENUE: Letlhakane Kgotla - Boteti District
PROPERTY TO BE SOLD: 20 mixed cattle, some with calves all branded S D
N
TERMS OF SALE: Cash or bank guaranteed cheques immediately after sale.

DATED at Gaborone this 14th day of May, 1998.

DEPUTY SHERIFF K.P. WAHENG (TEL: 352801) for/NATIONAL DEVELOPMENT BANK,
c/o ISAAC LESEDI SELOKO, *Plaintiff's Attorneys*, Development House, 2nd Floor, The Mall,
P.O. Box 225, GABORONE. TEL: 352801 FAX: 374444

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 759/97

In the matter between:

JAY EM DRILLING (PTY) LTD
and
MICHAEL PEGO

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following property shall be sold by public auction by Deputy Sheriff Michael Kgosimore to the highest bidder:

DATE OF SALE: Friday 26th June, 1998
TIME: 10.00 a.m.
VENUE: Kang Mall Shopping Centre
PROPERTY TO BE SOLD: 1 x Hilux 4 x 4 1989 Model BH 1459, white colour and stand, 30 x cattle, 1 x Nissan truck model UG 780 1987 with 3 white colour chamos BD 4956, 7 ton, 1 x shop called Leano General Dealer (Kang Mall shopping centre).
TERMS OF SALE: Cash or bank guaranteed cheque.

DATED at Gaborone this 22nd day of May, 1998.

CHRIS DU PLESSIS ATTORNEYS, *Plaintiff's Attorneys*, Private Bag 00352,
Plot 213, Moremi Road, GABORONE.

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1184/97

In the matter between:

D.E.S. (PTY) LTD
and
CODED MECHANICAL ENGINEERING
MONTY REX RAKWELA

Plaintiff

1st Defendant

2nd Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following property shall be sold by public auction by Deputy Sheriff Edward Leepile to the highest bidder:

DATE OF SALE: 12th June, 1998
TIME: 10.30 a.m.
VENUE: D.E.S (Pty) Ltd (On site)
PROPERTY TO BE SOLD: 1 x 3 cool welding machine, 1 x cut off saw machine, 1 x vice, 1 x 2 Oxycetalyn, 1 x baby grinder, 1 x gauge and hoses 4 touch, 1 x true miller, 1 x drill press, 1 x pen folder, 1 x office desk, 1 x executive shivel chair, 1 x 3 stools, 1 x bench grinder
TERMS OF SALE: Cash or bank guaranteed cheque.

DATED at Gaborone this 20th day of May, 1998.

CHRIS DU PLESSIS ATTORNEYS, *Plaintiff's Attorneys*, Private Bag 00352,
Plot 213, Moremi Road, GABORONE.

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1677/97

In the matter between:

BOTSWANA TELECOMMUNICATION CORPORATION
and
MUDENI KENALEMANG

Plaintiff
Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following property will be sold by public auction by Deputy Sheriff to the highest bidder as follows:

DATE OF SALE: 12th June, 1998
TIME: 10.00 a.m.
VENUE: Central Police Station
PROPERTY TO BE SOLD: 3 piece wall unit, 4 piece lounge suite, Phillips T.V., VCR, 3 piece lounge suite, KIC Deep freezer, electric fridge.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 26th day of May, 1998.

DEPUTY SHERIFF T. KETSHABILE, c/o CHIBANDA, MAKGALEMELE & COMPANY,
Plaintiff's Attorneys, P.O. Box 1401, GABORONE. TEL: 311503/FAX: 311504

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1679/97

In the matter between:

BOTSWANA TELECOMMUNICATION CORPORATION
and
ELECTROVISON (PTY) LTD

Plaintiff
Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following property will be sold by public auction by Deputy Sheriff to the highest bidder as follows:

DATE OF SALE: 12th June, 1998
TIME: 11.00 a.m.
VENUE: Central Police Station
PROPERTY TO BE SOLD: Samsung fax machine, 3 office tables, computer, a printer, filing cabinet, 4 work benches, 5 office chairs.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 26th day of May, 1998.

DEPUTY SHERIFF T. KETSHABILE, c/o CHIBANDA, MAKGALEMELE & COMPANY,
Plaintiff's Attorneys, P.O. Box 1401, GABORONE. TEL: 311503/FAX: 311504

Second Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 1745/97

In the matter between:

BOTSWANA BUILDING SOCIETY
 and
 RNET RRENYANE MOKGWARE

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the immovable property of the Defendant is hereby advertised for sale in execution as follows:

DATE OF SALE: Tuesday 23rd June, 1998
TIME: 10.00 a.m.
VENUE: Tribal Lot 793 Tlokweg (No. 390-Lenganeng);
PROPERTY TO BE SOLD: Defendant's right, title and interest as Lessee of Tribal Lot 793 Tlokweg (No. 390-Lenganeng) measuring 1208 square metres and building improvements thereon comprising 4 bedroomed house (main en-suite) with double garage;
CONDITIONS OF SALE: Detailed conditions of sale may be inspected at the offices of the Charles Sheldon Auction Company, Plot 4876 Morupule Drive, Gaborone.

DATED at Gaborone this 25th day of May, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*, Dinatla Court,
 P.O. Box 882, GABORONE.

Second Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 1913/97

In the matter between:

THE TYPE QUIP COMPANY (BOTSWANA) (PTY) LTD
 and
 BOTSWANA TYRE CORPORATION (PTY) LTD

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following will be sold by auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE: 13th June, 1998
TIME: 10.00 a.m.
VENUE: Plot No. 22075, Gaborone
PROPERTY TO BE SOLD: 1 x 1 Alignment Computer, 1 x 3 Acer Computers, 1 x 1 balancing machine Muller, 1 x 1 tyre changer machine, 1 x 1 Canon fax machine, 1 x 1 reception desk, 1 x 1 Gorgi balancing machine, 1 x 1 Stallion Van Reg. No. B 636 ACN, 1 x 1 Hyundai Van with canopy Reg. No. B 665 ADM, 1 x 1 Toyota Hilux Reg. No. B275 AAW, 1 x 1 Acer Computer, 1 x 1 Executive desk with 2 chairs, 1 x 1 filing cabinet, 1 x 1 Acer Computer, 1 x 1 filing cabinet, 1 x 1 desk with 3 chairs, 1 x 1 Acer Computer with Printer, 1 x 1 office desk with 3 chairs.
TERMS OF SALE: Cash or bank guaranteed cheque.

DATED at Gaborone this 25th day of May, 1998.

DEPUTY SHERIFF D.J. MOYO, c/o RUBADIRI & CO., P.O. Box 641, GABORONE.

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1950/97

In the matter between:

FLOOR MASTER (PROPRIETARY) LIMITED	<i>Plaintiff</i>
and	
TEDO GENERAL MAINTENANCE (PROPRIETARY) LIMITED	<i>Defendant</i>

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property of the Defendant will be sold by public auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE:	25th June, 1998
TIME:	10.00 a.m.
VENUE:	Broadhurst Police Station
PROPERTY TO BE SOLD:	1 Samsung computer with a stand, 1 Seikosh SP2050 Printer, 1 Toyota Hilux 4 x 4 Registration No. B 851 AEF, 1 desk with four (4) chairs.
TERMS OF SALE:	Cash or bank guaranteed cheques.

DATED at Gaborone this 28th day of May, 1998.

DEPUTY SHERIFF D.J. MOYO, c/o LERUMO MOGOBE, LEGAL PRACTITIONERS,
Plaintiff's Attorneys, P.O. Box 391, GABORONE.

Second Publication

**IN THE MAGISTRATE'S COURT OF THE FIRST CLASS FOR THE GABORONE
MAGISTERIAL DISTRICT
HELD AT BROADHURST**

Case No. G 4187/96

In the matter between:

ANITA (PTY) LTD	<i>Plaintiff</i>
and	
FAROUK GOOLAM KABLAY	<i>Defendant</i>

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property of the Defendant will be sold by public auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE:	26th June, 1998
TIME:	10.00 a.m.
VENUE:	Broadhurst Police Station
PROPERTY TO BE SOLD:	Assorted stock in Trade
TERMS OF SALE:	Cash or bank guaranteed cheques.

DATED at Gaborone this 22nd day of May, 1998.

DEPUTY SHERIFF D.J. MOYO, c/o LERUMO MOGOBE, LEGAL PRACTITIONERS,
Plaintiff's Attorneys, Plot 731, Botswana Road, Private Bag BO 249, GABORONE.

Second Publication

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GABORONE
HELD AT GABORONE**

Case No. G 2763/97

In the matter between:

T.C. MOREMI
and
PULE MMOLOTSI

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following will be sold by auction by Deputy Sheriff D.J. Moyoyo to the highest bidder as follows:

DATE OF SALE: 20th June, 1998
TIME: 10.00 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 1 x 1 Copia photo copy machine
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 20th day of May, 1998.

DEPUTY SHERIFF D.J. MOYO, c/o T.C. MOREMI,
GABORONE.

Second Publication

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GABORONE
HELD AT GABORONE**

Case No. G 3074/97

In the matter between:

AUTOMAN (PTY) LTD t/a GRAND STORE
and
RAAKANTSENG LENYATSO

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following property of the Defendant will be sold by public auction to the highest bidder by the Deputy Sheriff as follows:

DATE OF SALE: 19th June, 1998
TIME: 10.30 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 1 x 3 piece bedroom suite, 1 wardrobe, 1 base bed, 1 mattress, 1 speaker, 1 floormat
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 25th day of May, 1998.

C. MOGOROSI, DEPUTY SHERIFF, c/o Y.D. PETKAR, *Plaintiff's Attorney*, Plot 945,
Kaunda Road, P.O. Box 2240, GABORONE.

Second Publication

IN THE MAGISTRATE'S COURT OF THE DISTRICT OF GABORONE
HELD AT GABORONE

Case No. G 4102/97

In the matter between:

HOLLYWOOD HOUSEHOLD SUPPLIES (BOTSWANA) (PTY) LTD
 and
 GOATSHWANWA SEELETSO

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a writ of execution issued out of the above Honourable Court in the above matter, the following immovable property will be sold by public auction by the Deputy Sheriff Lesedi Sandy, to the highest bidder at the site of the property as follows:

DATE OF SALE:	14th June, 1998
TIME:	10.30 a.m.
VENUE:	Selibe Phikwe Magistrate Court
PROPERTY TO BE SOLD:	4 piece sofas, 3 piece kitchen unit, wall unit, 5 piece sofas, Nikki stereo, wall watch
TERMS OF SALE:	Cash or bank guaranteed cheques.

DATED at Gaborone this 25th day of May, 1998.

DEPUTY SHERIFF LESEDI SANDY, c/o MATHUMO & ASSOCIATES, *Plaintiff's Attorneys*,
 Plot 698, Ext 2, Malebogo Close, P.O. Box 50254, GABORONE. TEL: 374232

Second Publication

IN THE MAGISTRATE'S COURT OF THE DISTRICT OF GABORONE
HELD AT GABORONE

Case No. G 4114/97

In the matter between:

HOLLYWOOD HOUSEHOLD SUPPLIES (BOTSWANA) (PTY) LTD
 and
 O.J. SANKOLOBA

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a writ of execution issued out of the above Honourable Court in the above matter, the following immovable property will be sold by public auction by the Deputy Sheriff Lesedi Sandy, to the highest bidder at the site of the property as follows:

DATE OF SALE:	14th June, 1998
TIME:	10.30 a.m.
VENUE:	Selibe Phikwe Central Police Station
PROPERTY TO BE SOLD:	2 piece kitchen unit, 4 piece sofas, 1 table x 4 chairs, 3 burner cadac stove, 1 cylinder gas (9kg)
TERMS OF SALE:	Cash or bank guaranteed cheques.

DATED at Gaborone this 25th day of May, 1998.

DEPUTY SHERIFF LESEDI SANDY, c/o MATHUMO & ASSOCIATES, *Plaintiff's Attorneys*,
 Plot 698, Ext 2, Malebogo Close, P.O. Box 50254, GABORONE. TEL: 374232

Second Publication

**IN THE MAGISTRATE'S COURT OF THE DISTRICT OF GABORONE
HELD AT GABORONE**

Case No. G 1026/98

In the matter between:

VERONICA MOTSWAGOSELE
and
RINGO KEABETSWE

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment granted by the above Honourable Court, the following property will be sold by public auction by Deputy Sheriff Edward Leepile to the highest bidder as follows:

DATE OF SALE: 12th June, 1998
TIME: 10.30 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 1 x 3 piece bedroom suite, 1 x base bed, 1 x base mattress, 1 x T.V. set Samsung, 1 x wardrobe, 1 x radio tape.
TERMS OF SALE: Cash or bank guaranteed cheques immediately after sale.

DATED at Gaborone this 22nd day of May, 1998.

DEPUTY SHERIFF, c/o M.K. MOESI & CO., Plot 937, African Mall, Ext.2,
P.O. Box 10193, GABORONE.

Second Publication

**IN THE SUBORDINATE COURT OF THE FIRST CLASS OF THE
GABORONE DISTRICT
HELD AT GABORONE**

Case No. G 2010/96

In the matter between:

WABHATSHAH MALIBO
and
MOREMI PHILLIPO
PHILLIP LUCAS

Plaintiff

*1st Defendant
2nd Defendant*

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following will be sold by auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE: 26th June, 1998
TIME: 10.00 a.m.
VENUE: Broadhurst Police Station

PROPERTY TO BE SOLD:

1 x 3 piece sofas with coffee table
 1 x Technics stereo system
 1 x Sanyo TV colour
 1 x 4 plate gas stove
 1 x 48kg gas cylinder
 1 x double door fridge
 1 x kitchen unit
 1 x 3 piece bed sets

TERMS OF SALE:

Cash or bank guaranteed cheques.

DATED at Gaborone this 26th day of May, 1998.

MINCHIN & KELLY (BOTSWANA), *Plaintiff's Attorneys*, Plot 688, Khwai Road,
 P.O. Box 1339, GABORONE.

Second Publication

**IN THE SUBORDINATE COURT OF THE FIRST CLASS FOR THE GABORONE
 MAGISTERIAL DISTRICT
 HELD IN GABORONE**

Case No. CC G 3424/96

In the matter between:

BARCLAYS BANK OF BOTSWANA LIMITED
 and
 MOLEFI RADSON MOKOKWE

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following property will be sold by public auction by Deputy Sheriff to the highest bidder as follows:

DATE OF SALE: 12th June, 1998
TIME: 12.00 p.m.
VENUE: Central Police Station
PROPERTY TO BE SOLD: Panasonic television, Satellite receiver, Supper sound music system,
 4 piece sofas.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 26th day of May, 1998.

DEPUTY SHERIFF T. KETSHABILE, c/o CHIBANDA, MAKGALEMELE & COMPANY,
Plaintiff's Attorneys, P.O. Box 1401, GABORONE. TEL: 311503/FAX: 311504

Second Publication

Licences

NOTICE IS HEREBY given that the undersigned intends to apply for a certificate in terms of section 9 of the Trade and Liquor Act, (Cap. 43:02) of 1987) to obtain a:

<i>Name and address</i>	<i>Type of Licence</i>	<i>Location</i>	<i>Council</i>	<i>Date of Hearing</i>
Elizabeth Lebotse, P.O. Box 1078, Gaborone.	General Dealer and Fresh Producer	Plot 8772/3 Bontleng Mall	Gaborone City Council	10.6.98
Peng Da (Proprietary) Ltd, P.O. Box 10194, Gaborone.	Wholesale	Old Industrial Haile Selassie Rd Plot 1246	Gaborone City Council	10.6.98
Raquel P.E. Enterprises (Pty) Ltd, P.O. Box 2160, c/o P.R. Executive, Gaborone.	Restaurant and Take-Away	Plot 8885 African Mall	Gaborone City Council	10.6.98
Chayamba Enterprises (Pty) Ltd, P.O. Box 2160, c/o P.R. Executive, Gaborone.	Workshop: electrical repairs	Plot 10425 Extension 7	Gaborone City Council	10.6.98
Jiayu (Pty) Ltd, P.O. Box 30003, Tlokweng.	Specialised Dealer dakies shoes, jewelleries, T.V., video machines, bedding wear, radio, chinese clothing, under- wear, T. shirts, jeans and all shoes from China	Plot 6405 Portion No. 10	Gaborone City Council	10.6.98
Boys Investments (Proprietary) Limited, P.O. Box 406, Gaborone.	Restaurant Liquor	Plot 13134/5, Shop No. 2 Broadhurst, Gaborone	Local Licensing Authority	8.7.98
Maxisave Botswana (Pty) Ltd, c/o Access Professional Services (Pty) Ltd, P.O. Box 830, Palapye.	Specialised (Hardware, Building materials, LPG gas)	Z 695, Industrial Selebi-Phikwe	Local Licensing Authority	18.6.98
Navshina (Pty) Limited, c/o Motlhagodi & Motsamai, Plot 3114, Letsholathebe Street, P.O. Box 629, Lobatse.	Speciality (electronic and electrical goods, gifts, crockery, household utensils and appliances)	Plot 317, Lobatse	Lobatse Town Council	18.6.98
Linda A. Underwood, P.O. Box 202410, Gaborone.	Business (Speciality items)	Lot 224	Local Licensing Authority	18.6.98
Spring and Wheel Botswana (Pty) Ltd, Represented by: Mark Accounting & Manage- ment Services (Pty) Ltd, First floor, Northgate Mall, P.O. Box 1408, Francistown.	Workshop (service and repair of springs, suspen- sions, gear boxes, wheel spares, clutches, brakes for heavy duty vehicles, plant and equipment)	Plot 1063, Dumela Industrial Area. Francistown	Francistown City Council	9.6.98
Spring and Wheel Botswana (Pty) Ltd, Represented by: Mark Accounting & Manage- ment Services (Pty) Ltd,	Speciality Dealer (sale of springs, suspensions, gear boxes, wheel spares, clutches, brakes of heavy duty vehicles, plant and	Plot 1063, Dumela Industrial Area. Francistown	Francistown City Council	9.6.98

First floor, Northgate Mall, P.O. Box 1408, Francistown.	equipment)			
Osego Seokomelo, P.O. Box 10075, Palapye.	General Trading and Fresh Produce	Boikago Ward Palapye	Serowe/Palapye Local Authority	22.6.98
Tutu Investments (Pty) Ltd, c/o Page Alliance Services (Pty) Ltd, P.O. Box 10288, Pota, Palapye.	Hair Salon	Dinokwane Ward, Serowe	Serowe/Palapye Local Authority	22.6.98
Grown Enterprises (Pty) Ltd, t/a Palapye Parts Centre c/o Access Professional Services (Pty) Ltd, P.O. Box 830, Palapye.	Motor Dealer (to sell spares, tyres and accessories)	Lot 90, Shop 10 T-Junction Palapye	Serowe/Palapye Local Authority	22.6.98
SBC Investments (Pty) Ltd, c/o Page Alliance Services (Pty) Ltd, P.O. Box 10288, Pota, Palapye.	Additional Specialised Dealer (China Wear)	Palapye Old Mall	Serowe/Palapye District Council	22.6.98
Huang Import & Export (Pty) Ltd, c/o Page Alliance Services, (Pty) Ltd, P.O. Box 10288, Pota, Palapye.	Additional Specialised Dealer (China Wears)	Engen Mall Palapye	Serowe/Palapye District Council	22.6.98
Legodimo Community Farm, c/o "Fireworks" Services (Pty) Ltd, P.O. Box 40751, Broadhurst, Gaborone.	General Trading	Camphill Legodimo Otse	South East District Council	29.7.98
Samuel O. Rantwana, P.O. Box V297, Ramotswa.	Bar	Lesetlhana Ramotswa	South East District Council	29.7.98
Masego Keoneeng, P.O. Box M616, Kanye.	General Trading	Selokolela	Southern District Council	16.6.98
Sophia K.H. Mopaudi, P.O. Box 10488, Kanye.	General Trading and Bar	Maisane	Southern District Council	16.6.98
Koolebale G. Letlhare, P.O. Box 242, Digawana.	Bar	Lejwana	Southern District Council	16.6.98
Supers 5'S (Pty) Ltd, Represented by: Mark Business Services (Pty) Ltd, P.O. Box 930, Mahalapye.	General Trading and Supermarket	Shop No. 7, Boikhutso Centre, Plot 1247, Main Gaborone Road, Mahalapye	Mahalapye Sub- District Council	6.98
Gaboyo Maje Maphashalala Postal Agency	Bar	Mmaphashalala	Mahalapye Sub- District Council	22.6.98
Champion Enterprises (Pty) Ltd, P.O. Box 1626, Mahalapye.	Specialised Trading (gas)	Xhosa I Mahalapye	Mahalapye Sub- District Council	22.6.98
Ndeke Investments (Pty) Limited, c/o Page Alliance Services P.O. Box 10288,	Specialised Trading	Plot 53 and 54 Mahalapye Industrial Site	Mahalapye Sub- District Council	22.6.98

Pota, Palapye. Fanilo-Khuwe, P.O. Box 499, Molepolole.	General Trading	Borakalalo Ward Molepolole	Kweneng District Council	30.6.98
Gofaone V. Masie, P.O. Box 60544, Gaborone.	Liquor Restaurant	Gabane	Kweneng District Council	30.6.98
Dilo Montsho, P.O. Box 585, Maun.	Restaurant and Take-Away (Caravan)	Kubung Ward	Maun Local Licensing Authority	30.6.98
Water Africa (Pty) Ltd, c/o Chris Du Plessis Attorneys, Private Bag 54, Maun.	Specialized Trading (building materials and hardware)	Plot 1283 Tsheko-Tsheko Rd, Maun	Maun Local Licensing Authority	30.6.98
Imperial Funeral Parlour (Pty) Ltd, c/o Chris Du Plessis Attorneys, Private Bag 54, Maun.	Specialized Trading (Mortuary)	Tribal Lot 251, Government Camp, Maun	Maun Local Licensing Authority	30.6.98
William Fulukane, P.O. Box 124, Tutume.	Fresh Produce	Tutume Mangana	Tutume Sub- District Council	22.6.98
ZR and M Investments (Pty) Ltd, c/o Access Professional Services, P.O. Box 830, Palapye.	Specialised (catering equipment domestic hardware)	Tholo Ward, Tonota	Tutume Local Authority	22.6.98
Pinkie C. Tape, Mikelele Motel, Private Bag 16, Letlhakane.	Restaurant Liquor	Letlhakane	Letlhakake Sub- District Council	22.6.98
James Morris, c/o Kuru Dev. Trust, P.O. Box 219, Ghanzi.	General Trading and Fresh Produce	Dekar	Ghanzi District Council	17.6.98
Maxisave Botswana (Pty) Ltd, c/o Access Professional Services (Pty) Ltd, P.O. Box 830, Palapye.	Specialised (Hardware, building materials, cement, gas)	Matapi Ward, Mmadinare	Bobirwa Sub- District Council	6.7.98
Changule Subule, P.O. Box 13, Ramakgwebana.	General Trading	Ramakgwebana	North East District Council	17.6.98
Mercy Lesang Motshoge, P.O. Box 26, Tshane.	Liquor Restaurant	Tshane	Hukuntsi Sub- Council	6.98
Contract Supplies (Pty) Ltd, c/o Box 101, Gaborone. Represented by: Coopers and Lybrand Services (Pty) Ltd.	An Agent plumbing, materials flooring materials and engineering supplies	Whole of Botswana	National Licensing Authority	.98
Nelson and Johnson Trade Winds (Pty) Ltd, Post Office, P.O. Box 50068, Gaborone.	Import and Export hair and beauty products, computer accessories, arts and crafts, fabrics, haberdashery, gift items, jewellery and leather goods.	Plots 4-7 Molepolole Main Road	National Licensing Authority	.98

Licences

NOTICE IS HEREBY given that the undersigned intends to apply for a certificate in terms of section 9 of the Trade and Liquor Act, (Cap. 43:02) of 1987) to obtain a:

<i>Name and Address</i>	<i>Type of Licence</i>	<i>Location</i>	<i>Council</i>	<i>Date of Hearing</i>
Regina Tsheboeng Moipolai, P. O. Box 249, Gaborone.	Restaurant/ Take Away	Builders Merchants Botswana, Plot No. 14394/5	Gaborone City Council	8.7.98
Ultimo Designer (Pty) Ltd, t/a Ultimo Pie Centre, Mowana Holdings (Pty) Ltd, t/a Street Bazaar, K & M Business & Secretarial Services (Pty) Ltd, P. O. Box 29, Gaborone.	Restaurant/ Take Away Wholesale	Lot 54123, Gaborone West Lot 5628, Broadhurst, Gaborone	Gaborone City Council Gaborone City Council	8.7.98 8.7.98
Cox Auto Services (Proprietary) Limited, P. O. Box 30857 Tlokweng.	Garage and Workshop	Lot 1242, Haile Selassie Road, Gaborone	Gaborone City Council	8.7.98
Home Dynamics (Pty) Ltd, K & M Business & Secretarial Services (Pty) Ltd, P. O. Box 29, Gaborone.	Garage/Workshop	Lot 10232, Broadhurst, Gaborone	Gaborone City Council	8.7.98
Commercial Motors (Pty) Ltd, P. O. Box 2276, Gaborone	Garage/Workshop	Plot 10243, Legolo Road, Broadhurst	Gaborone City Council	8.7.98
Intertyre Distributors (Pty) Ltd, c/o M.B.I. (Pty) Ltd, P. O. Box BR 45, Gaborone.	Workshop	Stand 1225, Gaborone	Gaborone City Council	8.7.98
Home Dynamics (Pty) Ltd, t/a Champion Motors, K & M Business & Secretarial Services (Pty) Ltd, P. O. Box 29, Gaborone.	Motor Dealer	Lot 10232, Broadhurst, Gaborone	Gaborone City Council	8.7.98
Pen Steel Botswana (Pty) Ltd, K & M Business & Secretarial Services (Pty) Ltd, P. O. Box 29, Gaborone.	Motor Dealer	Lot 10235, Lejara/Limpopo Road, Broadhurst	Gaborone City Council	8.7.98
Commercial Motors (Pty) Ltd, P. O. Box 2276, Gaborone.	Motor Dealer	Plot 10243, Legolo Road, Broadhurst	Gaborone City Council	8.7.98
Crown Enterprises (Pty) Ltd, t/a New Star Motor Spares, K & M Business & Secretarial Services (Pty) Ltd, P. O. Box 29, Gaborone.	Specialised Dealer (motor vehicle spares, accessories, lubricants, tyres and pneumatic goods, machine tools)	Lot 4802/1, Extension 6, Gaborone	Gaborone City Council	8.7.98
Lin Zhen Trading (Pty) Ltd, K & M Business & Secretarial Services (Pty) Ltd, P. O. Box 29, Gaborone.	Specialised Wholesale (clothing, shoes, leather bags, electric goods, hardware, jewellery)	Lot 14442, Gaborone West, Gaborone	Gaborone City Council	8.7.98

J.B. Trading (Pty) Ltd, K & M Business & Secretarial Services (Pty) Ltd, P. O. Box 29, Gaborone.	Specialised Trading (baby care goods, sport goods, perfumes, baby and mother care products, leather goods, cosmetics, jewellery, hardware, gift items, music and electronic goods and appliances)	Lot 3761/5422/23, Jwaneng	Gaborone City Council	8.7.98
Intertyre Distributors (Pty) Ltd, c/o M.B.I. (Pty) Ltd, P. O. Box BR 45, Gaborone.	Specialised Trading	Stand 1225, Gaborone	Gaborone City Council	8.7.98
Cold Control (Pty) Ltd, c/o M.B.I. (Pty) Ltd, P. O. Box 785, Francistown.	Workshop (fridge and air- conditioner repairs)	Plot No. 1100, Dumela, Francistown	Francistown City Council	14.7.98
Cold Control (Pty) Ltd, c/o M.B.I. (Pty) Ltd, P. O. Box 785, Francistown.	Specialised Trading (sale of air-condition- ers, commercial fridges, cold rooms, freezer rooms)	Plot No. 1100, Dumela, Francistown	Francistown City Council	14.7.98
Shahida Banu Rotkin, P. O. Box 310, Lobatse.	General Trading	Lot 1096, Woodhall, Lobatse	Lobatse Town Council	18.6.98
C.C. Hu Enterprises (Pty) Ltd, Private Bag 23, Lobatse.	Specialised Trading (clothing, electric and electronic goods, gift novelties, cosmetics, leather goods, shoes etc.)	Plot 241, Town Centre, Lobatse	Lobatse Town Council	18.6.98
James F. Kotze, t/a Mmatli Tyre Services (Pty) Ltd, P. O. Box 201, Pitsane.	Specialised Trading (tyres and accessories)	Plot 2146, Woodhall, Lobatse	Lobatse Town Council	18.6.98
T & A Enterprises (Pty) Ltd, c/o E.K. Masalila (Pty) Ltd, P. O. Box 945, Gaborone.	Speciality hair products, gift items, electronics, cosmetics and stationary	Plot No. 825, Lobatse	Lobatse Town Council	18.6.98
The Oasis Coffee Shop, P. O. Box 535, Selebi-Phikwe.	Restaurant/Take Away	Flat 5, Block 1, Plot 2577, (previously applied for at Plot 2681, Mosweu Building) Selebi-Phikwe Mall	Selebi-Phikwe Town Council	18.6.98
Phikwe Booksellers (Proprietary) Limited, c/o P. O. Box 10817, Selebi-Phikwe.	Specialised Trading (stationery, textbooks and office equipment)	Plot 3062, Sesame Street, Selebi-Phikwe	Selebi-Phikwe Town Council	18.6.98
Khurshida Kablay, K & M Business & Secretarial Services (Pty) Ltd, P. O. Box 29, Gaborone.	General Trading	Molepolole	Kweneng District Council	30.6.98
Khurshida Kablay, K & M Business & Secretarial Services (Pty) Ltd, P. O. Box 29, Gaborone.	Fresh Produce	Molepolole	Kweneng District Council	30.6.98

James Morebodi, P. O. Box 50, Mmankgodi.	Restaurant Liquor	Mmankgodi	Kweneng District Council	30.6.98
James Mpedinyane, Mmabatho Fresh Produce, P. O. Box 135, Thamaga.	Butchery/Fresh Produce	Maruding Ward, Thamaga	Kweneng District Council	30.6.98
Ultimo Designer (Pty) Ltd, K & M Business & Secretarial Services (Pty) Ltd, P. O. Box 29, Gaborone.	Specialised Trading (hardware, bedding linen, clothing, foot- ware, plasticware, software, leather goods, electric and electronic goods and appliances) Hairdressing	Molepolole	Kweneng District Council	30.6.98
Boipelo Ratsatsi, P. O. Box 72, Mochudi.		Mmathubudu- kwane	Kgatlang District Council	.6.98
O.V. Motsumi, P. O. Box 306, Kanye.	General Trading	Samane	Southern District Council	16.6.98
Mary Mosidika, P. O. Box 417, Jwaneng.	Bar and General Trading	Rakhuna	Southern District Council	16.6.98
Freeway Motors (Pty) Ltd, P. O. Box 10538, Kanye.	Garage/Workshop	Kanye Industrial	Southern District Council	16.6.98
Keganne Lobelo, P. O. Box 50, Mabutsane.	Liquor Restaurant	Mabutsane	Southern District Council	16.6.98
Kanye Cleaning Services (Pty) Ltd, P. O. Box 308, Kanye.	Speciality (cleaning carpets, sofas, cars, hotels and selling chemicals and repairing sofas) Hair Salon and Boutique	Kanye	Southern District Council	16.6.98
Vivian Joseph, P. O. Box M230, Kanye.		Kgatlang Ward, Kanye	Southern District Council	16.6.98
Gaborone Diesel Pump & Injector Services (Pty) Ltd, Private Bag BR 226, Gaborone.	Garage/Workshop	Plot 10, Sefoke Industrial, Zeerust Road, Tlokweng	South East District Council	29.7.98
Walter Dube, Lundi Bar, P. O. Box 40841, Gaborone.	Liquor Bar	Plot 110, Botshabelo, Tlokweng	South East District Council	29.7.98
Banthasetse Meremetsi, P. O. Box 1343, Mahalapye.	General Trading	Kodibeleng	Central District Council	22.6.98
Roslinah Mollentze, P. O. Box 112, Mahalapye.	General Trading	White City Ward, Mahalapye	Mahalapye Sub- District Council	22.6.98
Jiyuan Trading (Pty) Ltd, Private Bag 00373, Gaborone.	General Wholesale	Tribal Lot 476, Mahalapye	Mahalapye Sub- District Council	22.6.98
Matibikwe Ndumo, Sechele Postal Agency, Via Francistown.	Chibuku Depot	Sechele	North East District Council	29.7.98

Imperial Funeral Parlour (Pty) Ltd, Rahim Khan & Company Attorneys, <i>Applicant's Attorneys</i> , 1st Floor, Thipe House, African Mall, P. O. Box 1884, Gaborone.	Speciality (funeral parlour)	Tribal Lot 251, Maun	North West District Council	30.6.98
Taurus Enterprises (Pty) Ltd, P. O. Box 20, Maun.	Specialised Trading (cosmetics, hair products, utensils, household appliances, clothing, footwear, electrical)	Lot 623, Pulane Street, Maun	North West District Council	30.6.98
Khama Fashion World (Pty) Ltd, P. O. Box 2, Maun.	Specialised Trading (fashion designing, sewing of African clothes, English wear and dinner wears men jacket suit and trousers)	Riverside, Maun	North West District Council	30.6.98
Neo Bagopi, Private Bag 179, Selebi-Phikwe.	Bar	Seboo Ward, Mmadinare	Bobirwa Sub- District Council	22.6.98
Chinni Investments (Pty) Ltd, c/o Kgwebo Management Consultants (Pty) Ltd, P. O. Box 661, Selebi-Phikwe.	Additions to specialised trading licence (bicycles and spares, hats, sports- ware, fashion clothing jackets)	Podopedi Ward, Bobonong	Bobirwa Sub- District Council	22.6.98
Paul Madema, P. O. Box 19, Tsetsebjwe.	General Trading	Kgosing Ward, Tsetsebjwe	Bobirwa Sub- District Council	22.6.98
Galebone Isaiah, P. O. Box 20403, Maun.	Liquor Restaurant	Boseja, Maun	Maun Local Licensing Authority	30.6.98
Jacobus V.W. Strauss, P. O. Box 21, Ghanzi.	General Trading and Fresh Produce	Plot 832, Ghanzi	Ghanzi District Council	23.7.98
Jacobus V.W. Strauss, P. O. Box 21, Ghanzi.	Bar and Liquor Restaurant	Plot 832, Ghanzi	Ghanzi District Council	23.7.98
Special Modimopelo Pule, P. O. Box 177, Charleshill.	Salon	Charleshill	Charleshill Sub- District Council	20.6.98
T & F Chemical Towers (Pty) Ltd, c/o P. O. Box 261, Gaborone. Represented by: Litmos Secretarial Services & Business Consultants.	Agent (domestic and indus- trial chemicals, sanitary chemicals, workshop chemicals, detergents, polishes, soaps, perfumes and allied products, abattoir/ hospital detergents, disinfectants, building chemicals etc.)	Whole of Botswana	National Licensing Authority	.98

Emi (Pty) Ltd, P. O. Box 173, Gaborone, Represented by: Kamini Business and Promotional Services (Pty) Ltd. Same Enterprises (Pty) Ltd, P. O. Box 884, Gaborone, Represented by: P. Molefhe.	Agent (computer hardware software, peripherals and general goods)	Suites 223 and 237, National Licensing BBS House, Authority Broadhurst Mall, Gaborone	.98
Acron Agencies (Pty) Ltd, P. O. Box 351, Gaborone, Represented by: Mrs A. Foster. Thewodros Maintenance (Pty) Ltd, P. O. Box 10127, Gaborone. c/o Corporate Business Intelligence (Pty) Ltd, Corporate Secretaries & Business Services, P. O. Box 10127, Gaborone.	Agent (medical and nursing supplies, pharmacy, x-ray equipment, hospital furniture, bed aids, scientific equip- ment) Agent (foodstuff, clothing, toys, machinery)	Gaborone National Licensing Authority Gaborone National Licensing Authority	.98 .98
Traders Botswana (Pty) Ltd, c/o GTM Consultancy, P. O. Box 2438, Gaborone, Represented by: GTM Personnel Consultancy. Epoch Public Health Chemicals (Pty) Ltd, K & M Business & Secretarial Services (Pty) Ltd, P. O. Box 29, Gaborone.	Agent (apparel (ladies and gents) leather jackets, shoes, belts, bags, hats, gloves, wallets, seats, electronics, satellite dishes (Analogue and digital) cosmetics and industrial, jewellery crockery and scientific apparatus and equip- ments including sports wear) Import/Export food stuff, bedding electrical appliances, bakery, ingredients, blankets, linen and other related items) Import/Export	Plot 947, Kaunda Road, Extension 2 Plot 5653, Gaborone Throughout Botswana National Licensing Authority National Licensing Authority	.98 .98 .98

First Publication

Kgalagadi District Council — Tender No. KGDC 17 of 1998

SUPPLY OF FURNITURE

KGALAGADI DISTRICT COUNCIL INVITES tenders from registered furniture manufacturers for the manufacture and delivery of school office furniture.

- (a) Office desk with six drawers
- (b) Armed chair to office desk
- (c) Tsabong: 77 desks and 154 chairs. Hukuntsi: 42 desks and 84 chairs.

Tender should be submitted in plain sealed envelopes clearly marked "Tender No. 17 — Supply of Furniture" and addressed to: Council Secretary, Kgalagadi District Council, Private Bag 05, Tsabong and to reach office of the Council Secretary on or before 30th June, 1998 at 9.00 hours after which will be opened.

TENDERERS ARE REQUESTED TO ADHERE TO THE FOLLOWING:

- (a) All prices should be in Botswana Currency
- (b) State the validity of the price
- (c) State possible date of delivery

Tender documents and specifications will be at Office No. 105 Rural Administration Centre and a non-refundable fee of P20.00 will be paid.

Notwithstanding anything in the foregoing, Council is not bound to accept the lowest or any tender nor to assign any reasons for rejecting or to incur any expenses in the preparation thereof.

D. IPOTSENG,
For Council Secretary.

First Publication

Kgalagadi District Council — Tender No. KGDC 19 of 1998

EDUCATION FACILITIES

TENDER ARE INVITED by the Kgalagadi District Council from citizen contractors registered with the Ministry of Local Government, Lands and Housing for the manufacture and supply school furniture at the following locations:-

A. NORTHERN KGALAGADI

Tender No. 19.1

19.1.1

- 1 x no Administration Block — Tshane Primary School
- 1 x no Administration Block — Mosiwa Primary School
- 1 x no Administration Block — Lehututu Primary School
- 2 x no classrooms — Lokgwabe Primary School
- 2 x no classrooms — Phuduudu Primary School

B. SOUTHERN K GALAGADI**Tender No. 19.2****19.2.1**

- 2 x no classrooms – Kokotsha Primary School
- 1 x no Administration Block – Hereford Primary School
- 1 x no Administration Block – Kisa Primary School
- 1 x no Administration Block – Maralaleng Primary School
- 1 x no Administration Block – Omaweneno Primary School
- 2 x no classrooms – Omaweneno Primary School

Tender No. 19.3**19.3.1**

- 1 x no Administration Block – Maleshe Primary School
- 1 x no Administration Block – Maubelo Primary School
- 1 x no Administration Block – Khuis Primary School
- 1 x no Administration Block – Gakhibane Primary School
- 1 x no Administration Block – Bogogobo Primary School
- 2 x no classrooms – Bogogobo Primary School

Tender details and specifications can be collected upon payment of a non-refundable fee of P20.00 from the Works Department at Rural Administration Centre in Tsabong.

Contractors are advised to make a site visit before they tender

N.B. Furniture samples to be used as manufacture specifications for class rooms are available at the R.A.C.

Tenders should be submitted in a sealed clear envelope marked "Tender No. 19 of 1998" addressed to:- Council Secretary, Kgalagadi District Council, Private Bag 05, Tsabong and should reach the office on or before 30th June, 1998 at 0900 hrs after which they will be opened in the presence of tenderers who wish to attend the opening.

Kgalagadi District Council does not bind itself to accept the lowest or any other tender.

C.M. MOLATOLE,
For Council Secretary.

First Publication

Jwaneng Town Council — Tender No. JTC/W9/R/98

**LABOUR INTENSIVE VEGETATION CONTROL AND SIDE DRAIN
CLEANING WITHIN THE TOWNSHIP**

JWANENG TOWN COUNCIL invites tenders for Labour Intensive Vegetation control and side drain cleaning within the township.

Tender documents shall be obtained as from 1st of June, 1998 from the office of the Town Engineer — office No. 231, during office hours upon a payment of a non-refundable fee of P50.00. Completed documents shall be submitted in a plain sealed envelope clearly marked: "Tender No. JTC/W9/R/98 and shall be addressed to: The Town Clerk, Jwaneng Town Council Private Bag 01, Jwaneng and shall reach his office not later than 10th July, 1998 at 1200 hours and shall be opened the same day at 1400 hours in Jwaneng Town Council Conference Room 1 in the presence of tenderers who wish to attend. Fax or telephone tenders shall not be accepted.

Jwaneng Town Council is not bound to accept the lowest or any tender, nor give reasons for non-acceptance of any tender and shall not be responsible for the cost incurred in the preparation thereof.

S.K. BASIMWAKI,
for Town Clerk.

First Publication

Jwaneng Town Council — Tender No. JTC/SS1/98

PROVISION OF SECURITY SERVICES

JWANENG TOWN COUNCIL invites tenders from interested security companies for the provision of security services in the following Council properties:—

1. The Civic Centre — 24 hours service
2. Monument (Sir Seretse Khama) — 15 hours during weekdays (7.30 a.m. to 4.30 p.m.) and 24 hours during weekends and public holidays.
3. Municipal Abattoir — 24 hours
4. Four (4) Primary Schools — 12 hours during school days and 24 hours during weekends/public and school holidays.
5. Works Depot — 24 hours
6. Pound Kraal — 24 hours
7. Two (2) Council Clinics — 24 hours
8. Community Centre — 24 hours
9. Day Care Centre — 24 hours
10. SHHA Warehouse — 24 hours
11. Sewerage Ponds — 24 hours
12. Parks — 15 hours during weekdays (i.e. 7.30 a.m. to 4.30 p.m.) and 24 hours during weekends/public holidays.
13. Fire Station — 12 hours (night only).
14. Jwaneng Town Council Stadium — 24 hours.
15. Supplies Office — 24 hours.

Tenders for consideration should be submitted in a sealed envelope clearly marked "Tender No. JTC/SS1/98 — Provision of Security Services" and addressed to: Town Clerk, Jwaneng Town Council, Private Bag 01, Jwaneng.

Tenders should be received not later than 12 noon on the 10th July, 1998 and will be opened on the same day at 14.00 hours in the Conference Room 1 of the Jwaneng Civic Centre.

Tenderers wishing to attend the opening may do so. Jwaneng Town Council does not bind itself to accepting the lowest or any tender nor give reasons for not accepting any tender nor incur any expenses in the preparation thereof.

M. MAJE,
for Town Clerk.

First Publication

Selebi-Phikwe Town Council — Tender No. SPTC/ELEC/19/98**SUPPLY OF ELECTRICAL MATERIALS**

SELEBI-PHIKWE TOWN COUNCIL invites tenders for the supply of all electrical materials needed for the maintenance of street lights and Council buildings during the 1998/99 Financial Year.

The complete list of items required together with necessary instructions/specification may be obtained from the office of the Town Engineer on payment of a non-refundable tender fee of P20,00 from the 15th June, 1998.

Completed tenders should be submitted in a sealed envelope marked: "Tender No. SPTC/ELEC/19/98 — Supply of Electrical Materials" and addressed to Town Clerk, Selebi-Phikwe Town Council, Private Bag 001, Selebi-Phikwe and posted in the tender box at the office of the Town clerk before 12.00 noon on the 14th July, 1998.

Tenders will be opened on the same day at 1400 hours in the Council Chamber. Tenderers who wish to attend the opening are welcome. Telegraphic, telephonic and telefaxed tenders will not be accepted.

Selebi-Phikwe Town Council is not bound to accept the lowest of any tender nor assign any reasons for its decision.

A.A. B QUASHIE,
for Town Clerk.

First Publication

Selebi-Phikwe Town Council — Tender No. SPTC/20/98**IMPROVEMENTS TO TOWN HALL STAGE FLOOR**

TENDERS ARE INVITED by the Selebi-Phikwe Town Council for Improvements to the Town Hall Stage Floor. Tender documents may be obtained from the office of the Town Engineer at Works Depot on payment of a non-refundable tender fee of P40,00 at any time after this publication. Completed tenders are to be submitted in a plain sealed envelope clearly marked "Tender No. SPTC/20/98 — Improvements to Town Hall Stage Floor" and addressed to the Town Clerk, Selebi-Phikwe Town Council, Private Bag 001, Selebi-Phikwe and posted in the tender box at the Town Clerk's office before 12.00 noon on 14th July, 1998.

Tenders will be opened on the same day at 1400 hours in the presence of tenderers who wish to attend. Telegraphic, telephonic and telefaxed tenders will not be accepted.

Council is not bound to accept the lowest nor any tender, nor to give reasons for non acceptance thereof.

A.A.B. QUASHIE,
for Town Clerk.

First Publication

Kweneng District Council — Tender No. 23 of 1998**MOLEPOLOLE INFRASTRUCTURE DEVELOPMENT PROJECT — PHASE II**

KWENENG DISTRICT COUNCIL invited tenders from contractors registered with the Ministry of Local Government, Lands and Housing in category 9 or with Central Tender Board in Grade E to construct roads, storm-water drainage and street lighting within Molepolole.

THE PROJECT COMPRISES:—

- approximately 20 km. of new roads to bitumen standard with associated stormwater drainage;
- stormwater drainage, cut-off channels and drainage improvements within existing areas of the village;
- approximately 21 km. of street lighting to existing roads and to new roads.

Tender documents are to be collected from the office of the Principal Technical Officer — Roads at Roads Depot in Molepolole with a non-refundable fee of P500,00 (five hundred Pula) starting from 10th June, 1998 during working hours.

Tenders should be submitted in a plain sealed envelope clearly marked: "Tender No. 23 of 1998". Tenders should be addressed to the: Council Secretary, Kweneng District Council, Private Bag 005, Molepolole. Tenders should reach the office of the Council Secretary not later than 9.00 hours on the 15th July, 1998 at which time they will be opened to the public in the Council Chamber.

Notwithstanding anything contained in the foregoing, Kweneng District Council is not bound to accept the lowest or any tender nor to disclose reasons for rejection and will not incur any expenses in the preparation, thereof.

A.D. MKINGA,
for Council Secretary.

First Publication

North West District Council — Tender No. NWDC/R/2/98

GRAVELLING OF ROADS — MAUN, SHAKAWE AND PANDAMATENGA

TENDERS ARE INVITED by the North West District Council for the gravelling of roads in Maun, Shakawe and Pandamatenga.

The tender documents will be available and could be obtained from Room 117, Council Offices at Maun RAC during normal working hours on payment of a non-refundable fee of P50,00 as from 12th June, 1998 to 7th August, 1998.

Tenders should be submitted in a plain sealed envelope marked: "Tender No. NWDC/R/2/98 — Gravelling of Roads in Maun, Shakawe and Pandamatenga" to reach the Council Secretary, North West District Council, Private Bag 01, Maun not later than 09 hours on the 7th August, 1998.

Tenders shall be opened at 09.00 a.m. the same day and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor assign any reason thereof.

J.MUSONDA,
for Council Secretary.

First Publication

Ghanzi District Council — Tender No. GDC/27/98

CONSTRUCTION OF STAFF HOUSES

GHANZI DISTRICT COUNCIL invites tenders from qualified contractors registered with the Ministry of Local Government, Lands and Housing for the construction of the Staff Houses as listed below:—

TENDER NO:	FACILITY	LOCATION	CATEGORY
GDC/27/98 A	3 nos LA 2 Houses	Charles Hill	3 and 4 only
GDC/27/98 B	5 nos LA 2 Houses	New Xade	5 and above
GDC/27/98 C	1 no LA 1 House	Qabo	1 and 2 only
GDC/27/98 D	1 no LA 1 House	Bere	1 and 2 only
GDC/27/98 E	1 no LA 1 House	West Hanahai	1 and 2 only

Detailed tender documents could be obtained from the office of the Council Architect — Ghanzi District Council after the 15th June, 1998 during working hours on receipt of payment of a non-refundable tender fee of P20,00 (Twenty Pula) each payable at the Council Revenue Office in the Ghanzi Township.

Completed tender documents shall be submitted in a plain sealed envelopes clearly marked: "Tender No. GDC/27/98 — Construction of Staff Houses" and addressed to: Council Secretary, Ghanzi District Council, Private Bag 0015, Ghanzi. This shall be posted in the tender box in the office of the Council Secretary not later than 9.00 a.m. on Thursday the 9th of July, 1998.

The Public tender opening shall commence in the Council Chamber at 9.00 a.m. in Ghanzi Township on the same day.

Ghanzi District Council is not bound to accept the lowest or any tender or give reasons for the rejection of any tender. Council shall not be responsible for any expenses incurred in the preparation of the tender. Telephonic and faxed tenders will not be accepted.

P. GAMAGE,
for Council Secretary.

First Publication

Rolong Land Board — Tender No. RLB 1 of 1998

ROLONG LAND BOARD hereby invites tenders for the supply of the under-mentioned vehicle:—

1 x 12 SEATER STATION WAGON FITTED WITH THE FOLLOWING:

- (a) 100 litre fuel reserve tank.
- (b) Bull Bar.
- (c) Roof Rack with ladder.
- (d) Rear Bumper.
- (e) White in colour.

Tenders should provide specifications of the vehicle and also state time i.e. delivery date upon receipt of order. Tenders must be submitted in plain sealed envelopes marked "Tender No. RLB No. 1 of 1998 — Supply of Vehicle" addressed to: The Secretary, Rolong Land Board, Private Bag 001, Goodhope.

Tenders should reach the Secretary's Office not later than 9.00 a.m. on the 24th July, 1998. The Land Board does not bind itself to accept the lowest or any tender nor does it assign itself to give reasons for any rejection.

M. OABILE,
Board Secretary.

First Publication

Southern District Council — Tender No. 16 of 1998

DISTRICT HOUSING

TENDERS ARE INVITED by the Southern District Council for the Construction of the below listed facilities (staff houses).

Only the companies registered with the Ministry of Local Government, Lands and Housing at Category 5 and above will be allowed to purchase the tender documents.

<i>TENDER NO:</i>	16.1	—	Kanye
	16.1.1	—	13 x LA2 and 1 x LA3 type staff houses
<i>TENDER NO:</i>	16.2	—	Kanye
	16.2.1	—	8 x LA2 and 1 x LA3 type staff houses
<i>TENDER NO:</i>	16.3	—	Mabutsane and Sekoma
	16.3.1	—	2 x LA2 type staff houses
	16.3.2	—	1 x LA2 type staff house
<i>TENDER NO:</i>	16.4	—	Goodhope
	16.4.1	—	3 x LA2 type staff houses
	16.4.2	—	1 x LA2 type staff house
<i>TENDER NO:</i>	16.5	—	Maokane
	16.5.1	—	1 x LA2 type staff house

Tender documents to be obtained from Works Department (Buildings) Southern District Council — Kanye on a non-refundable fee of P80,00 (eighty pula only).

Tenders to be submitted in plain sealed envelope clearly marked: Tender No. 16 of 1998 — Development Construction (District Housing)" and addressed to the Council Secretary, Southern District Council, Private Bag 002, Kanye on or before 0900 hours 3rd July, 1998 at which time the tender opening will take place in the Council Chamber (RAC). All interested tenderers are free to attend the tender opening.

Council is not bound to accept the lowest or any tender nor give reasons for accepting or rejecting any tender.

S.K. BAIPOLEDI,
for Council Secretary.

First Publication

Serowe/Palapye Sub-District**SALE OF UNSERVICEABLE STORES, FURNITURE AND TOOLS**

THE PUBLIC IS NOTIFIED for general information that Serowe/Palapye Sub-District shall sell by Public Auction Sale unserviceable stores, furniture and tools.

VENUE: Serowe/Palapye Sub-District — Warehouse — Palapye on the 25th — 26th and 27th June, 1998
TIME: 0900 hours

CONDITION OF SALE:

1. Items will be sold in lot numbers to the highest bidder.
2. An amount of P10,00 is to be paid in advance as a refundable deposit enabling prospective bidders to enter the auction yard and take part in the unserviceable stores furnitures and tools.
3. Payment must be made in cash or bank certified cheques immediately after sale or during the process.
4. Any successful bidder who fails to make payment within seven (7) days will loose the deposit paid to the Council.
5. Bidders who are not successful in any bid should collect the deposit before leaving Council premises.
6. All items should be removed from the Council yard within seven (7) days failing which they will revert to the Council without any compensation to the buyer.
7. The Council will not be held responsible for items not removed from its premises within the stipulated time, such as safety damages, looses and others, the risk remains with the buyer.
8. Bidders should produce on official receipt during the collection of items bought.
9. Items are sold in conditions as they stand without any warranty expressed or implied.

KEITSHEGILE KEBOLETSE,
for Assistant Council Secretary.

First Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY given in terms of the Trade and Liquor Act, that I, Nkane Ofithile have disposed of my entire interest in carrying on the business of General Dealer to Khurshida Kablay who will continue to trade at Molepolole under the same style of business of General Dealer.

NKANE OFITLHILE, c/o K & M Business & Secretarial Services (Pty) Ltd,
 P.O. Box 29, GABORONE.

First Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY given in terms of the Trade and Liquor Act, that Nkane Ofithile have disposed of the entire interest in carrying on the business of Fresh Produce to Khurshida Kablay who will continue to trade at Molepolole under the same style of business of Fresh Produce.

NKANE OFITLHILE, c/o K & M Business & Secretarial Services (Pty) Ltd,
 P.O. Box 29, GABORONE.

First Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY given in terms of section 23 (1) (c) of Trade and Liquor Act, that We, Rotkin Investments (Pty) Ltd have disposed of our entire interest in carrying on the business of General Dealer to Shabaan and Shahida Rotkin who will continue to trade at the same premises as under the same style of a General Dealer.

ROTKIN INVESTMENTS, P.O. Box 310, LOBATSE.

First Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY given in terms of section 23 (c) of Trade and Liquor Act, that R & P Sons (Proprietary) Limited have disposed the entire interest in carrying on the business of a Fresh Produce Butchery to Tuli Agencies (Proprietary) Limited who will continue to trade at the same premises and under the same style at Plot 21972/3 Extension 26, Broadhurst, Gaborone and that the Gaborone City Council has determined that the application shall be heard by the Licensing Authority on the 8th July, 1998.

TULI AGENCIES (PTY) LIMITED, c/o PATBEE CONSULTING (PTY) LIMITED,
P.O. Box 20898, GABORONE.

First Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY given in terms of section 23 (c) of Trade and Liquor Act, that R & P Company Sons (Proprietary) Limited have disposed the entire interest in carrying on the business of a General Dealer Groceries to Tuli Agencies (Proprietary) Limited who will continue to trade at the same premises and under the same style at Plot 21972/3 Extension 26, Broadhurst, Gaborone and that the Gaborone City Council has determined that the application shall be heard by the Licensing Authority on the 8th July, 1998.

TULI AGENCIES (PTY) LIMITED, c/o PATBEE CONSULTING (PTY) LIMITED,
P.O. Box 20898, GABORONE.

First Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY given in terms of section 23 (c) of Trade and Liquor Act, that BGI Limited (now Engen Botswana (Pty) Ltd, has disposed of its entire interest in the Filling Station business in respect of Tribal Lot 622, Nata situated at Nata Village to Valcol (Pty) Ltd who will continue to trade at the same address.

MOSOJANE, PHUMAPHI & CO., Applicant's Attorneys, 209 Blue Jacket Square,
P.O. Box 484, FRANCISTOWN.

First Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY given in terms of section 23 (c) of Trade and Liquor Act, (Cap. 43:02) that I, Fane Sewelo have disposed of my entire interest in carrying on the business of a Bar to Neo Bagopi who will continue to trade at the same premises and under the same style of a bar.

FANE SEWELO, Private Bag 87, SELEBI-PHIKWE.

First Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY given in terms of section 23 (c) of Trade and Liquor Act, that I, Kamps Investment have disposed of my entire interest in carrying on the business of Bar Licence and Liquor Restaurant to Jacobus V.W. Strauss, P.O. Box 21, Ghanzi who will continue to trade at the same premises and under the same style of a Bar Licence and Liquor Restaurant.

D. HENDERIKS t/a KAMPS INVESTMENT (PTY) LTD, P.O. BOX 142, GHANZI.

First Publication

Change of Name

NOTICE IS HEREBY given in terms of section 21 of the Companies Act, (Cap. 42:01) that Maranatha Bookshop and Stationers (Proprietary) Limited proposes to change its name to Eskia Industries (Proprietary) Limited and that the application will be made to the Registrar of Companies for the formal approval to the change of name after 14 days have elapsed from the date of publication of the the second notice.

K & M BUSINESS & SECRETARIAL SERVICES (PTY) LTD, P.O. Box 29, GABORONE.

First Publication

Notice of Intention to Transfer Trading Liquor Licence

NOTICE IS HEREBY given that the undersigned intends to apply for a transfer of a Speciality Licence in respect of premises situated at Lot 13102 Extension 25 to Plot 1867, Extension 4 who will continue to trade at the premises and under the same style of a Speciality Licence and that the Gaborone City Council has determined that the application shall be heard by the Licensing Authority in 1998.

ZHANG SHENG, P.O. Box 60428, GABORONE.

First Publication

Notice of Application for Removal of Licence

NOTICE IS HEREBY given that the undersigned intends to apply for a Removal of a Specialised Dealers' Licence in respect of premises situated at Lot 1234, Extension 6, Gaborone to Lot 1248, Old Industrial Site Gaborone and that the Gaborone City Council has determined that the application shall be heard by the Licensing Authority on the 8th July, 1998.

GABORONE BOLTS & TOOLS (PTY), c/o E.K. Masalila (Pty) Ltd,
P.O. Box 945, GABORONE.

First Publication

Notice of Application for Removal of Licence

NOTICE IS HEREBY given that the undersigned intends to apply for a certificate in terms of section 23 of the Trade and Liquor Act, 1987 to obtain a removal of Restaurant Take Away Licence in respect of premises situated at Boseja from next to Fisheries Department to Next to Cash Build, Maun and that the Maun Local Licensing Authority has determined that the application shall be heard on the 30th June, 1998.

OAITSE, BAKUPI, P.O. BOX 20347, MAUN.

First Publication

Notice of Application for Removal of Licence

NOTICE IS HEREBY given that the undersigned intends to apply for a Removal of a Speciality Licence in respect of premises situated at Lot 10224 to Lot 148 Mengwe Close who will continue to trade at the premises and under the same style of a Speciality Licence and that the Gaborone City Council has determined that the application shall be heard by the Licensing Authority on 8th July, 1998.

MEDIA TECH & OFFICE SUPPLIES, P.O. Box 40347, GABORONE.

First Publication

Notice of Application for Transfer of Trading/Liquor Licence

NOTICE IS HEREBY GIVEN that, the undersigned intends to transfer Fresh Produce licence in respect of premises situated at Middlepits to Ikanyeng Hilda Sebokolodi who will continue to trade at the same premises and under the same style of Fresh Produce and that the Kgalagadi District Council has determined that the application shall be heard by the Licensing Authority on the 25th June, 1998.

PEACE MMESETSE, P.O. Box 169, MIDDLEPITS.

First Publication

Notice of Intention to Transfer Trading/Liquor Licence

NOTICE IS HEREBY GIVEN that, the undersigned intends to apply for a transfer of a Specialised Dealer licence in respect of premises situated at Shop No. 2, Market Square, Lots 5674 and 5675, to Lot 5648 Units No. 13 and 14 Extension 16, Gaborone who will continue to trade at the same premises and under the same style of Hobby, Art and Craft Shop and that the Gaborone City Council has determined that the application shall be heard by the Licensing Authority on the 8th July, 1998.

TRI-CHEM (BOTSWANA) (PTY) LTD, t/a THE HOBBY SHOP, P.O. Box 1839, GABORONE.

First Publication

Alteration of Style of Business

NOTICE IS HEREBY GIVEN that, the undersigned intends to apply for authority to change the style of Restaurant/Take Away to Liquor Restaurant in respect of premises situated at Mabudutsa Ward, Maun and that the Maun Local Licensing Authority has determined that the application shall be heard on the 30th June, 1998.

CHRISTOPHER MARCOS, P.O. Box 244, MAUN.

First Publication

Alteration of Style of Business

NOTICE IS HEREBY GIVEN that, the undersigned intends to apply in terms of section 26 (1) (a) of the Trade and Liquor Act (Cap. 43:02) to change the Trading style of Restaurant to General Dealer in respect of premises situated at Masunga.

ALBERT K. ZWLNICA, P.O. Box 55, MASUNGA.

First Publication

Alteration of Style of Business

NOTICE IS HEREBY GIVEN that, the undersigned intends to apply for authority to change Restaurant/Take Away to Liquor Restaurant in respect of premises situated at Hukuntsi and that the Kgalagadi District Council has determined that the application shall be heard by the Licensing Authority in 1998.

KELAPOLOGILE O. PODI, P.O. Box 10, LEHUTUTU.

First Publication

Lost Deed of Transfer

NOTICE IS HEREBY given that Phineas Smarts intends applying for the Certified Copy of Deed No. 259/97 dated 13th day of March, 1997 in respect of the below mentioned property, namely:

CERTAIN: piece of land being Lot 12146;
SITUATE: Francistown Administrative District;
MEASURING: 405 (four hundred and five square metres);
WHICH PROPERTY: is held under Deed of Transfer No. 259/97 dated 13th March, 1997 made in favour of the said Estate Late Phineas Smarts;
SUBJECT TO: all such conditions as the aforesaid Deed will more fully point out;

All persons having objection to the issue of such copy, are hereby requested to lodge same in writing with the Registrar of Deeds, Private Bag 0020, Gaborone within 3 (three) weeks of the last publication of this notice.

First Publication

Lost Title Deed

NOTICE IS HEREBY given that the undersigned intends applying for a Certified Copy of Deed of Transfer No. 103/84 dated 13th day of March, 1984 in favour of Indecor (Proprietary) Limited in respect of the under-mentioned property:

CERTAIN: piece of land being Lot 1238;
SITUATE: in Gaborone Extension No. 6;
MEASURING: 0,4496 Ha. (Nought comma four four nine six hectares);

Any persons having objection to the issue of such a copy, are hereby required to lodge their objections with the Registrar of Deeds for Botswana at Gaborone within three (3) weeks of the date of the second publication of this notice.

BENITO ACOLATSE, ATTORNEYS, *Applicant's Attorneys*, P.O. Box 1157, GABORONE.

First Publication

Application to Reduce Share Capital

PURSUANT to section 66 of the Companies Act (Cap. 42:01) as amended, notice is hereby given that Indigo Garment Industries (Proprietary) Limited will make application to the Registrar of Companies to reduce its issued share capital from P1 000 000 divided into 1 000 000 ordinary shares of P1 each (which are fully paid up) to P2 divided into 2 ordinary shares of P1 each, and that such reduction be effected by returning to the holders of the said shares, paid up capital to the extent of P937 261 and by writing off the accumulated loss of P62 737 after 14 days have elapsed from the date of the second publication of this advertisement.

Any objection to this reduction in share capital should be addressed to both the Registrar of Companies and the Secretaries within 14 days of the last publication of this notice.

for and on behalf of the company,
 DESERT SECRETARIAL SERVICES (PROPRIETARY) LIMITED,
 P.O. Box 834, FRANCISTOWN.

First Publication

Application to Reduce of Share Capital

PURSUANT to section 66 of the Companies Act (Cap. 42:01) as amended, notice is hereby given that Shashi River Textiles (Proprietary) Limited will make application to the Registrar of Companies to reduce its issued share capital from P1 000 000 divided into 1 000 000 ordinary shares of P1 each (which are fully paid up) to P2 divided into 2 ordinary shares of P1 each, and that such reduction be effected by returning to the holders of the said shares, paid up capital to the extent of P999 998 after 14 days have elapsed from the date of the second publication of this advertisement.

Any objection to this reduction in share capital should be addressed to both the Registrar of Companies and the Secretaries within 14 days of the last publication of this notice.

for and on behalf of the company,
 DESERT SECRETARIAL SERVICES (PROPRIETARY) LIMITED,
 P.O. Box 834, FRANCISTOWN.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 740/92

In the matter between:

**THE LIQUIDATOR
BOTSWANA COOPERATIVE BANK LTD (IN LIQUIDATION)
and
B.F. BOITETO**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property belonging to the Defendant will be sold in execution as follows:

DATE OF SALE: Friday 26th June, 1998
TIME: 10.00 a.m.
VENUE: Selebi-Phikwe Police Station
PROPERTY TO BE SOLD: 9 piece lounge suite, coffee table, floor mat, Phillips television, wall unit, 3 door electric fridge, electric fridge, 3 piece kitchen unit, 4 burner gas stove, Whirlpool washing machine, braai stand, bedroom suite, stand.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 27th day of May, 1998.

DEPUTY SHERIFF T.L. KETSHABILE, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*,
Dinatla Court, P.O. Box 882, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. 773/93

In the matter between:

**FIRST NATIONAL BANK OF BOTSWANA LTD
and
FESTUS TYIBILIKA**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the under-mentioned movable property of the Defendant will be sold in execution as follows:

DATE OF SALE: Saturday 20th June, 1998
TIME: 10.00 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: Phillips Television, 8 piece lounge suite, coffee table, gas heater, sideboard, household furniture including kitchen equipment, fridge, stove, gas cylinder.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 28th day of May, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*,
Dinatla Court, P.O. Box 882, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 871/94

In the matter between:

NATIONAL DEVELOPMENT BANK
and
SMART MAPHANE BUTALE t/a JACKLAS NO. 1 BOTTLE STORE
AND GENERAL DEALER

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following property of the Defendant will be sold by public auction to the highest bidder as follows:

DATE OF SALE: 30th June, 1998
TIME: 10.00 a.m.
VENUE: Jacklas No. 1 Village
PROPERTY TO BE SOLD: Defendant's right, title and interest being a commercial piece of land, situated at Jacklas No.1, which is erected a business building trading as Jacklas No. 1 Bottle Store, Jacklas No. 1 Centre Shop and any other developments thereon.
CONDITIONS OF SALE: Detailed terms and conditions of the sale together with details of the property may be inspected at the Deputy Sheriff's Office c/o National Development Bank, Telephone No. 352801, P.O. Box 225, Gaborone.
TERMS OF SALE: Cash or bank guaranteed cheques immediately after sale.

DATED at Gaborone this 25th day of May, 1998.

DEPUTY SHERIFF K.P. WAHENG for NATIONAL DEVELOPMENT BANK,
c/o ISAAC LESEDI SELOKO, *Plaintiff's Attorneys*, Development House, 2nd Floor, The Mall,
P.O. Box 225, GABORONE. TEL: 352801 FAX: 374444

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 145/95

In the matter between:

OAITSE SILAS
and
DELTA WATERS INTERNATIONAL SCHOOL

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment granted by the above Honourable Court, the following property will be sold by public auction by Deputy Sheriff Robson M. Osupeng to the highest bidder as follows:

DATE OF SALE: 20th June, 1998
TIME: 10.30 a.m.
VENUE: Maun Police Station
PROPERTY TO BE SOLD: 1 x Rich FT 2260 Photocopying machine, 1 x Goldstar Computer Serial No. 346614, 1 x Nashua Goldstar computer monitor, 1 x Serial No. 150-606, Edson, 1 x LX 400 Printer NOOEQE D 1927 Computer desk
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 3rd day of June, 1998.

DEPUTY SHERIFF ROBSON M. OSUPENG, W.G. MANCHWE & PARTNERS ATTORNEYS,
P.O. Box 1709, MAHALAPYE, TEL: 411-246.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 2380/95

In the matter between:

BARCLAYS BANK OF BOTSWANA LIMITED
and
DITSHENYEGELO MATHIBA
SETHAPA KERREL MATHIBA

Plaintiff

1st Defendant
2nd Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the immovable property of the above-named second Defendant is hereby advertised for sale in execution by Deputy Sheriff Charles Sheldon in the following manner:

DATE OF SALE: Wednesday 22nd June, 1998
TIME: 10.00 a.m.
VENUE: Lot 12071, Extension 36, Gaborone
PROPERTY TO BE SOLD: Second Defendant's right, title and interest in Lot 12071, Gaborone measuring 414 m² square metres together with improvements thereon, being a house consisting of 1 bedroom en-suite, 3 bedrooms, television room, sitting room, dining room, kitchen, bathroom and toilet.
CONDITIONS OF SALE: Detailed conditions of sale may be inspected at the offices of Charles Sheldon.

DATED at Gaborone this 15th day of May, 1998.

DEPUTY SHERIFF C. SHELDON, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*, Dinatla Court,
P.O. Box 882, GABORONE.

First Publication

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GABORONE
HELD AT GABORONE**

Case No. G 1961/96

In the matter between:

ENGINE EXCHANGE (PTY) LIMITED
and
K.K. KABOEAMODIMO

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property of the above-named Defendant will be sold by public auction to the highest bidder as follows:

DATE OF SALE: Friday 19th June, 1998
TIME: 10.00 a.m.
VENUE: Kanye Police Station
PROPERTY TO BE SOLD: 4 piece lounge suite, 2 x 19kg gas cylinder, gas heater, Ocean fridge, kitchen unit, wall pictures, 4 burner gas stove, 48kg gas cylinder, 6 piece dining room suite, headboard and wardrobe.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 22nd day of May, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*,
Dinatla Court, P.O. Box 882, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1966/96

In the matter between:

FIRST NATIONAL BANK OF BOTSWANA LIMITED
and
HUGH MOGWE

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property of the above-named Defendant will be sold in execution by Deputy Sheriff Phillip Mogome in the manner herein after set out.

DATE OF SALE: Friday 3rd July, 1998
TIME: 10.00 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: JVC VCR< Fisher colour TV, 3 piece lounge suite, display cabinet, Hitchai music system, Fna, Piano, 4 piece dining table, four sofas, KIC fridge, Sharp micro-oven, electric stove and Ford Sapphire.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 3rd day of June, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*,
Dinatla Court, P.O. Box 882, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 451/97

In the matter between:

FIRST NATIONAL BANK BOTSWANA LIMITED
and
J & S INVESTMENTS (PTY) LIMITED t/a HOSPO MEDICA
SHRIKANT VASANT KAMAT
FRAM BOTSWANA (PTY) LIMITED
JYOTI SHRIKANT KAMAT

Plaintiff

1st Defendant

2nd Defendant

3rd Defendant

4th Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following immovable property of the above-named third Defendant will be sold in execution by Deputy Sheriff Charles Sheldon as follows:

DATE OF SALE: Thursday 25th June, 1998
TIME: 10.00 a.m.
VENUE: Tribal Lots 52 and 53, Tlokweng
PROPERTY TO BE SOLD: Defendant's right, title and interest as Lessee of Tribal Lots 52 and 53, Tlokweng, situated adjacent to Isis Village within Tlokweng Industrial sites, comprising a warehouse and office complex with mezzanine and shop frontage, measuring over 1,000 square metres.
CONDITIONS OF SALE: Detailed conditions of sale may be inspected at the offices of Deputy Sheriff Charles Sheldon, Plot 214, Independence Avenue, Gaborone or at the Plaintiff's Attorneys office.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 4th day of June, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*, Dinatla Court,
P.O. Box 882, GABORONE.

First Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 452/97

In the matter between:

FIRST NATIONAL BANK OF BOTSWANA LTD
and

Plaintiff

ABBOT INDUSTRIES (PTY) LIMITED

1st Defendant

SHRIKANT VASANT KAMAT

2nd Defendant

FRAM BOTSWANA (PTY) LIMITED

3rd Defendant

J & S INVESTMENTS (PTY) LIMITED t/a HOSPO MEDICA

4th Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following immovable property of the above-named third Defendant will be sold in execution by Deputy Sheriff Ikageng Swele in the manner herein after set out.

DATE OF SALE: Monday 29th June, 1998
TIME: 10.00 a.m.
VENUE: Defendant's premises, Lot 52 and 53, Tlokweng
PROPERTY TO BE SOLD: Gusken J60 Dulken RHL D machine, 2 x Pcharger 79078 Textile machine works, 12 Ruti weaving machine, 10 BIG Ruti machines, shelves, office tables, computer, photocopier, office chairs, 2 x Bentley mutton cloth making machine.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 3rd day of June, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*, Dinatla Court,
P.O. Box 882, GABORONE.

First Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 452/97

In the matter between:

FIRST NATIONAL BANK OF BOTSWANA LTD t/a WESBANK
and

Plaintiff

J & S INVESTMENTS (PTY) LIMITED t/a HOSPO MEDICA

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following immovable property of the above-named Defendant will be sold in execution by Deputy Sheriff Ikageng Swele in the manner herein after set out.

DATE OF SALE: Monday 29th June, 1998
TIME: 10.00 a.m.
VENUE: Defendant's premises, Lot 52 and 53, Tlokweng
PROPERTY TO BE SOLD: Gusken J60 Dulken RHL D machine, 2 x P charger 79078 Textile machine works, 12 Ruti weaving machine, 10 BIG Ruti machines, shelves, office tables, computer, photocopier, office chairs, 2 x Bentley mutton cloth making machine.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 28th day of May, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*, Dinatla Court,
P.O. Box 882, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 582/97

In the matter between:

**SNAP BOTSWANA (PROPRIETARY) LIMITED
and
LUZURUS MOLEFI**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment granted by the above Honourable Court, the following property will be sold by public auction by Deputy Sheriff Fortune Nyenye to the highest bidder as follows:

DATE OF SALE: 4th July, 1998
TIME: 10.00 a.m.
VENUE: Central Police Station
PROPERTY TO BE SOLD: 1 x 3 piece sofas (Green), 1 x 1 JVC radio tape, 1 x 1 coffee table, 1 x 1 Sun Mon Star Satellite Receiver, 1 x 1 Phillips VCR, 1 x 1 floor mat, 1 x 1 70 cm TV Telefunken
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 29th day of May, 1998.

LETSIDIDI & SEEMA, *Plaintiff's Attorneys*, Plot 465, Mathangwane Lane,
P.O. Box 1141, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. 1206/97

In the matter between:

**METRO SEFALANA CASH & CARRY LIMITED
and
MATHEWS MASOLE**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment and Writ of Execution of the above Honourable Court, the undermentioned movable property of the Defendant will be sold in execution as follows:

DATE OF SALE: 26th June, 1998
TIME: 10.30 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: Caravan Gypsy bearing registration number BD 5667 F
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 1st day of June, 1998.

DEPUTY SHERIFF, c/o BASHI MOESI ATTORNEYS, *Plaintiff's Attorneys*, Plot 10210,
Broadhurst Business Centre, Private Bag BR 144, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1729/97

In the matter between:

**DURACRAFT BOTSWANA
and
ISAAC HLABANO**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property of the Defendant will be sold by public auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE:	27th June, 1998
TIME:	10.00 a.m.
VENUE:	Central Police Station, Francistown
PROPERTY TO BE SOLD:	Toyota 4 x 4 Raider: BZ 2888
TERMS OF SALE:	Cash or bank guaranteed cheques.

DATED at Gaborone this 28th day of May, 1998.

DEPUTY SHERIFF D.J. MOYO, c/o LERUMO MOGOBE, LEGAL PRACTITIONERS,
Plaintiff's Attorneys, Private Bag BO 249, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1737/97

In the matter between:

**BOTSWANA BUILDING SOCIETY
and
G & M PROPERTIES (PTY) LIMITED**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the under-mentioned immovable property of the Defendant is hereby advertised for sale in execution as follows:

DATE OF SALE:	Monday 29th June, 1998
TIME:	10.00 a.m.
VENUE:	Lot 43100 Gaborone, Phakalane
PROPERTY TO BE SOLD:	Lot 43100 Gaborone (Phakalane), measuring 885 square metres being undeveloped residential stand.
CONDITIONS OF SALE:	Detailed conditions of sale may be inspected at the offices of the Charles Sheldon Auction Company, Plot 4876 Morupule Drive, Gaborone.

DATED at Gaborone this 2nd day of June, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*, Dinatla Court,
P.O. Box 882, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1738/98

In the matter between:

**BOTSWANA BUILDING SOCIETY
and
JAMES MAFOKO**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the under-mentioned immovable property of the Defendant is hereby advertised for sale in execution as follows:

DATE OF SALE: Saturday 11th July, 1998
TIME: 11.00 a.m.
VENUE: Lot 6498 Selebi-Phikwe
PROPERTY TO BE SOLD: Lot 6498 Selebi-Phikwe, measuring 450 square metres with small two bedroomed staff quarters.
CONDITIONS OF SALE: Detailed conditions of sale may be inspected at the offices of Deputy Sheriff Ikageng Swele, Plot 4863, Morupule Drive, Gaborone.

DATED at Gaborone this 2nd day of June, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*, Dinatla Court,
P.O. Box 882, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1929/97

In the matter between:

**MEDSWANA (PROPRIETARY) LIMITED
and
KGALE HILL PHARMACY (PTY) LIMITED**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property of the above-named Defendant will be sold in execution by Deputy Sheriff Phillip Mogome in the manner herein after set out.

DATE OF SALE: Tuesday 30th June, 1998
TIME: 10.00 a.m.
VENUE: Kgale Hill Pharmacy
PROPERTY TO BE SOLD: IBM computer, perfume display, 10 shelves, chair display counter, two displays and assorted stock-in-trade.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 3rd day of June, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*,
Dinatla Court, P.O. Box 882, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 280/98

In the matter between:

KING FRESH WHOLESALERS (PROPRIETARY) LIMITED
and
FRUIT KING (PROPRIETARY) LIMITED

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment granted by the above Honourable Court, the following property will be sold by public auction by Deputy Sheriff Fortune Nyenye to the highest bidder as follows:

DATE OF SALE: 25th July, 1998
TIME: 10.00 a.m.
VENUE: Central Police Station
PROPERTY TO BE SOLD: 2 x 2 office desks, 1 x 1 Costan Inter Cooler, 1 x 2 door Coca Cola fridge, 1 x 1 Ice cream freezer, 1 x 1 Costan deep freezer, 1 x 1 computer, IMB/PSI Monitor, 1 x 1 Combi white Ford Registration B 952 ACK, 1 x 1 Printer Epson (colour), 1 x 1 office chair.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 29th day of May, 1998.

LETSIDIDI & SEEMA, *Plaintiff's Attorneys*, Plot 465, Mathangwane Lane,
P.O. Box 1141, GABORONE.

First Publication

**IN THE MAGISTRATE'S COURT OF THE REPUBLIC OF BOTSWANA
HELD AT FRANCISTOWN**

Case No. CCF 977/97

In the matter between:

MASEGO D. MODISENYANE
and
MOLOKO KGATHI

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following will be sold by auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE: 27th June, 1998
TIME: 10.00 a.m.
VENUE: Kanye Police Station
PROPERTY TO BE SOLD: 1 x 1 base and mattress, 1 x 3 piece room divider, 1 x 1 Tedelex colour TV, 1 x video machine Vintron
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Francistown this 2nd day of June, 1998.

DEPUTY SHERIFF D.J. MOYO, c/o DUNCAN T. MOROTSI & PARTNERS, *Plaintiff's Attorneys*,
Private Bag F132, FRANCISTOWN.

First Publication

**IN THE MAGISTERIAL COURT FOR THE DISTRICT OF GABORONE
HELD AT GABORONE**

Case No. G 2136/97

In the matter between:

NATIONAL DEVELOPMENT BANK
and
KEAIKITSE BOGOSI

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following property of the Defendant will be sold by public auction to the highest bidder as follows:

DATE OF SALE: 4th July, 1998
TIME: 10.00 a.m.
VENUE: Maun Police Station
PROPERTY TO BE SOLD: 4 mixed horses all branded J H Y
CONDITIONS OF SALE: Detailed terms and conditions of the sale together with details of the property may be inspected at the Deputy Sheriff's Office c/o National Development Bank, Telephone No. 352801, P.O. Box 225, Gaborone.
TERMS OF SALE: Cash or bank guaranteed cheques immediately after sale.

DATED at Gaborone this 4th day of June, 1998.

DEPUTY SHERIFF K.P. WAHENG (TEL: 352801) for/NATIONAL DEVELOPMENT BANK,
 c/o ISAAC LESEDI SELOKO, *Plaintiff's Attorneys*, Development House, 2nd Floor, The Mall,
 P.O. Box 225, GABORONE. TEL: 352801 FAX: 374444

First Publication

**IN THE MAGISTRATE COURT FOR THE DISTRICT OF GABORONE
HELD AT GABORONE**

Case No. G 383/98

In the matter between:

KGATLENG DEVELOPMENT BOARD
and
A M BOGOSI & SONS (PROPRIETARY) LIMITED

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment granted by the above Honourable Court, the following property will be sold by public auction by Deputy Sheriff Fortune Nyenye to the highest bidder as follows:

DATE OF SALE: 26th June, 1998
TIME: 10.00 a.m.
VENUE: Mochudi Police Station
PROPERTY TO BE SOLD: 1 x 1 electric mixer, 5 x 5 office chairs, 1 x 1 Welding generator, 1 x 1 vice script, 1 x 1 electric moulding block brick machine, 1 x 1 mannel lifter, 2 x 2 office desk, 1 x 6 inch block moulder, 1 x 1 wall clock watch, 1 x 9 inch moulder, 1 x 1 stock brick moulder, 2 x 2 office desk, 1 x 1 office cupboard, 1 x 1 executive chair.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 3rd day of June, 1998.

LETSIDIDI & SEEMA, *Plaintiff's Attorneys*, Plot 465, Mathangwane Lane,
 P.O. Box 1141, GABORONE.

First Publication

**IN THE MAGISTRATE'S COURT OF THE FIRST CLASS FOR THE GABORONE
MAGISTERIAL DISTRICT
HELD AT BROADHURST**

Case No. G 791/97

In the matter between:

LERUMO MOGOBE LEGAL PRACTITIONERS
and
D.L. MATHIBA

Plaintiff
Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property of the Defendant will be sold by public auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE: 25th June, 1998
TIME: 10.30 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 4 piece sofas with coffee table, 1 fridge double door, 3 piece bedroom suite, 8 piece dining room suite.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 29th day of May, 1998.

DEPUTY SHERIFF D.J. MOYO, c/o LERUMO MOGOBE, LEGAL PRACTITIONERS,
Plaintiff's Attorneys, Private Bag BO 249, GABORONE.

First Publication

**IN THE MAGISTRATE'S COURT FOR THE SOUTH WEST DISTRICT OF BOTSWANA
HELD AT JWANENG**

Case No. JWC 108/97

In the matter between:

GRACIA CHONGO PHIRI
and
BASHI GARENNE

Plaintiff
Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following will be sold by auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE: 26th June, 1998
TIME: 10.00 a.m.
VENUE: Lobatse Police Station

PROPERTY TO BE SOLD:

1 x 1 City Golf Reg. No. B 450 AAG White in colour

1 x 3 piece cane sofas with coffee table

1 x 1 Phillips stereo system

1 x 4 piece dining table

1 x 1 single door fridge

1 x 3 piece bedroom suite

TERMS OF SALE:

Cash or bank guaranteed cheques.

DATED at Gaborone this 2nd day of June, 1998.

DEPUTY SHERIFF D.J. MOYO, c/o GRACIA CHONGO PHIRI, BIAC,
GABORONE.*First Publication***IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PALAPYE
HELD AT PALAPYE***Case No. PYC 48/97*

In the matter between:

ALLENBY IN-HOME STUDY (PTY) LTD
and
T.J. MABHUNU*Plaintiff**Defendant***NOTICE OF SALE IN EXECUTION**

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following will be sold by auction by Deputy Sheriff Anderson Ndlovu to the highest bidder as follows:

DATE OF SALE:

Saturday 20th June, 1998

TIME:

10.30 a.m.

VENUE:

Palapye Magistrate's Court

PROPERTY TO BE SOLD:

1 x Fridge

1 x Radio

TERMS OF SALE:

Cash or bank guaranteed cheques.

DATED at Gaborone this 7th day of April, 1998.

RAHIM KHAN & COMPANY, *Plaintiff's Attorneys*, First Floor, Thipe House, African Mall,
P.O. Box 1884, GABORONE.

First Publication

Bill No. 13 of 1998

THE SECTIONAL TITLES BILL, 1998
(Published on 12th June, 1998)

MEMORANDUM

A draft of the above Bill, which it is proposed to present to the National Assembly, is set out below.

2. The main object of this Bill is to introduce by legislation the concept of sectional ownership. This consists of three elements, namely: (a) individual ownership of a section or part of a building such as a flat or an apartment in a building, (b) joint ownership of the common parts of the building, and (c) membership of an association consisting of all the sectional owners in the building. The concept of sectional ownership is unknown to the common law because of the maxim *superficies solo cedit* (buildings built permanently on the soil become the property of the owner). Consequently a landowner is considered the owner of any building erected on his land. The common law, therefore, does not recognise separate ownership in a building or parts of a building apart from the ownership of the land. Ownership of a flat or an apartment is not possible under the existing law. To own a flat can be achieved only by legislation in order to overcome the common law prohibition of sectional ownership.

3. The reasons which have been given for introducing sectional ownership in some of the countries which have enacted sectional titles legislation are that sectional ownership: (a) provides urgently needed residential accommodation for all income levels within commuting distance of centres of employment and the more rapid turnover of development capital; (b) that it encourages more efficient construction and a wiser utilisation of land resources; (c) it gives accommodation seekers security of tenure and satisfies their psychological need for home-ownership which is not fulfilled by renting a flat, and (d) security against increases in rent.

4. The last decade has seen a steady flow of the population from the rural areas to the urban areas resulting in scarcity of accommodation. This necessitated the Botswana Housing Corporation to build blocks of flats in some of the urban areas to alleviate the shortage of accommodation. The flats were rented out to tenants. By leasing instead of selling the flats, the Botswana Housing Corporation locked up much needed capital which could have been used in putting up more blocks of flats. Some of the tenants occupying the flats would have preferred buying the flats but they could not do so; because the law does not allow the ownership of flats. Consequently it is necessary to pass a law to enable developers to sell for home-ownership flats which they have built and for individuals to buy such flats.

5. Clause 4 of the Bill provides for the division of land and buildings comprising a development scheme into sections and common property; and also provides for separate ownership of a section with joint ownership of the common property. The clause further provides for the registration at the Deeds Registry of ownership in, or any lease of, or any real right in or over a section or the common property such as notarial leases, mortgage bonds and servitudes. A landowner can, in accordance with

this clause, build a block of flats for the purpose of selling each flat. A purchaser of a flat in the building acquires separate ownership of his flat and joint ownership of the common property, i.e. the common parts of the building such as a garden, parking lot and passage way to and from the building.

6. Where a landowner proposes to convert an existing building on his land into flats or to put up a block of flats on the land for the purpose of selling the flats, which is termed as a development scheme, he is required to follow the procedure prescribed in the Bill. He must cause to be prepared by a land surveyor or an architect a plan showing the building which is to be divided into sections and the common property. The plan is then submitted to the Director of Surveys and Mapping for his approval. On approval of the plan by the Director, the developer will then apply to the Registrar of Deeds at the Deeds Registry for the registration of the sectional plan and to open a sectional title register in respect of the land and building. If the Registrar is satisfied that all the requirements for the registration of a sectional plan have been complied with, he must register it and open a sectional title register. On the registration of a sectional plan and the opening of the sectional register, the developer is issued with certificates of registered sectional title in respect of each section.

7. When a sectional plan is registered, the land and the building are deemed to have been divided into units in accordance with the sectional plan. The developer then becomes the owner of all the individual units which he can dispose of to would be purchasers. Any person interested in owning a unit in the building may purchase it from the developer. A purchaser of a section acquires the right of ownership in the section and co-ownership in the common parts of the buildings. The right acquired is a real right in the section and over the undivided share of the common property. The owners of the separate sections are joint owners of the common property in undivided shares, proportionate to the value of each section. An owner of a section can dispose of his right of ownership to another person just as any owner of an immovable property is able to do.

8. On the purchase of a section after the registration of the sectional plan and the opening of the sectional title register, an association is deemed to be formed and any subsequent sectional owner automatically becomes a member of the association. The association is a juristic person and is responsible for the control, administration and management of the common property for the benefit of all the owners. And provision is made for the promulgation of rules to provide for the control, management, use and enjoyment of the section and the common property. The association is empowered to enforce the rules so promulgated.

9. The Bill also provides for the appointment of a person as an administrator to manage the affairs of the association of a scheme where the association is encountering financial difficulties or the scheme is being badly managed. Application for the appointment of an administrator may be made by the association, a local authority, a judgment creditor of the association for an amount of not less than P500, any sectional owner, or any holder of a registered real right in or over a unit.

D.K. KWELAGOBÉ,
Minister of Local Government
Lands and Housing.

ARRANGEMENT OF SECTIONS

SECTION

PART I - Preliminary

1. Short title and commencement
2. Interpretation
3. Registers

PART II — *Concept of Sectional Ownership of Buildings*

4. Sectional ownership of buildings
5. Application of Cap. 33:02

PART III — *Preparation of Development Schemes*

6. Application to Director for approval of sectional plan
7. Manner of preparing sectional plan
8. Duties of land surveyors and architects and non-liability of State
9. Approval of sectional plan by Director
10. Improper conduct of land surveyors and architects
11. Restriction on sale of units occupied by tenants
12. Application for registration of sectional plan and opening of sectional title registers
13. Registration of sectional plans and opening of sectional title registers
14. Effect of registration of sectional plans
15. Amendment and cancellation of sectional plans

PART IV— *Registration and Common Property*

16. Preparation of deeds by conveyancer
17. Proof of certain facts in connection with deeds and documents by means of certain certificates
18. Registration of transfer of ownership and other rights
19. Ownership of common property
20. Dealings with common property
21. Transfer of mortgaged unit, etc.
22. Compulsory acquisition of common property or rights therein

PART V — *Subdivision, Consolidation and Extension of Sections*

23. Approval of plan of subdivision or consolidation by Director
24. Registration of subdivision of section
25. Registration of consolidation of sections
26. Extension of sections

PART VI — *Extension of Schemes*

27. Extension of schemes by addition of sections
28. Extension of schemes by addition of land to common property

PART VII — *Exclusive use of Common Property and Servitudes*

29. Rights of exclusive use of parts of common property
30. Rules regarding exclusive use areas
31. Implied servitudes
32. Creation of servitudes
33. Ancillary servitudinal rights
34. Non-application of Deeds Registry Act to implied servitudes

PART VIII — *Participation Quotas and Developers*

35. Participation quotas
36. Sale or letting of sections
37. Shares of developers in buildings and land

PART IX — *Rules and Formation of Associations*

38. Rules
39. Formation of association as bodies corporate
40. Functions of associations
41. Powers of associations
42. Functions and powers of associations to be performed or exercised by trustees
43. Fiduciary position of trustees
44. Proceedings on behalf of associations
45. Powers of curators ad litem
46. Security for costs by applicants for appointment of curators ad litem

PART X — *Owners, Administrators and Buildings*

47. Duties of owners
48. Insurance by owners
49. Appointment of administrators
50. Recovery of judgment debts from owners
51. Destruction of or damage to buildings
52. Disposal on destruction of buildings
53. Unencumbered sections destroyed by State or local authority
54. Valuation of land and buildings and recovery of rates by local authorities
55. Appointment of Sectional Titles Regulation Board
56. Power to make rules and regulations

A BILL

—entitled—

AN ACT to provide for the division of buildings into sections and common property for the acquisition of separate ownership of sections coupled with joint ownership of common property; the control of certain incidents attaching to separate ownership of sections and joint ownership of common property; the transfer of ownership of sections and the registration of sectional mortgage bonds over, and real rights in sections; the conferring and registration of rights in and the disposal of common property; and other matters connected therewith or incidental thereto.

PART I — *Preliminary*

1. This Act may be cited as the Sectional Titles Act, 1998, and shall come into operation on such day as the Minister may by order made by statutory instrument appoint. Short title and commencement
2. (1) In this Act, unless the context otherwise requires — Interpretation
- “architect” means a person holding a professional qualification recognised by the Association of Architects of Botswana;
- “association”, in relation to a building and the land on which the building is situated, means the association of that building formed in terms of section 39(1);
- “building” means a structure of a permanent nature erected or to be erected and which is shown on a sectional plan as part of a scheme;
- “common property”, in relation to a scheme, means —
- (a) the land included in the scheme;
 - (b) such parts of the building as are not included in a section; and
 - (c) land referred to in section 28;
- “conveyancer” has the meaning assigned to it under the Legal Practitioners Act; Act No. 13 of 1996
- “court” means a court of competent jurisdiction;
- “Deeds Registry” means the Deeds Registry established under the Deeds Registry Act; Cap. 33:02
- “developer” means a person who is the registered owner of land, situated within the area of jurisdiction of a local authority, on which is situated or to be erected a building which he has divided or proposes to divide into two or more sections in terms of a scheme, or the holder of the right referred to in section 27 to extend a scheme, or his successor in title, and includes —
- (a) for the purposes of sections 11 and 18(3)(c), also the agent of any such person or his successor in title, or any other person acting on behalf of any of them; and
 - (b) for the purposes of rebuilding any building that is deemed to have been destroyed, as specified in section 51, the association concerned;
- “development scheme” means a plan in respect of which a building situated or to be erected on land within the area of jurisdiction of a local authority is, for the purposes of selling, letting or otherwise dealing therewith, to be divided into two or more sections;
- “Director” means the Director of Surveys and Mapping appointed under the Land Survey Act; Cap. 33:01
- “exclusive use area” means a part or parts of the common property for the exclusive use by the owners of one or more sections, as mentioned in section 29;
- “land” means the land comprised in a scheme as shown on a sectional plan;
- “land surveyor” has the meaning assigned to it under the Land Survey Act; Cap. 33:01

“lease” for the purposes of section 20(1) means a lease which —

- (a) was entered into for a period of not less than 10 years;
- (b) was entered into for the natural life time of the lessee or any other person mentioned in the lease; or
- (c) is renewable from time to time at the will of the lessee indefinitely or for periods which, together with the first period, amount in all to not less than 10 years;

Act No. 13 of
1996

“notary public” has the meaning assigned to it under the Legal Practitioners Act;

“owner” means, in relation to —

- (a) immovable property, subject to paragraph (b), the person registered as owner or holder thereof and includes the trustee in an insolvent estate, or the liquidator of a company or close corporation which is an owner, and the executor of an owner who has died, or the representative, recognised by law, of an owner who is a minor or of unsound mind or is otherwise under a disability, if such trustee, liquidator, executor or representative is acting within the scope of his authority;
- (b) immovable property, real rights in immovable property and notarial bonds —
 - (i) registered in the names of both spouses in a marriage in community of property, either one or both of the spouses,
 - (ii) registered in the name of only one spouse and forming part of the joint estate of both spouses in a marriage in community of property, either one or both of the spouses; and

“owned” and “ownership” have a corresponding meaning;

“participation quota”, in relation to a section or the owner of a section, means the percentage determined in accordance with the provisions of section 35 (1) or (2) in respect of that section for the purposes referred to in section 35 (3) and shown on a sectional plan in accordance with the provisions of section 7 (3) (g);

“quota”, in relation to a section or the owner of a section, means the participation quota of that section;

“registrable” means capable of being registered in terms of the Deeds Registry Act;

Cap. 33:02

“Registrar” means the Registrar of Deeds appointed under the Deeds Registry Act;

“scheme” means a development scheme;

“section” means a section shown as such on a sectional plan;

“sectional mortgage bond” means a mortgage bond hypothecating —

- (a) a unit or an undivided share in a unit or land held under a separate sectional title deed; or
- (b) a registered lease or sub-lease of any such unit or undivided share in a unit or land; or

- (c) any other registered real right in or over any such unit or undivided share in a unit or common property or the rights referred to in sections 27 and 29;

“sectional plan”, in relation to a scheme, means a plan approved by the Director —

- (a) which is described as a sectional plan;
- (b) which shows the building and the land comprised in the scheme, as divided into two or more sections and common property; and
- (c) which complies with the requirements of section 7, and includes a sectional plan of a subdivision, consolidation or extension as provided for in this Act;

“sectional title deed” means a certificate of registered sectional title or a deed of transfer in respect of a sectional title;

“sectional title register” means the register referred to in sections 3 and 13 (1) (b) and includes any sectional plan registered under this Act, and the Deeds Registry’s duplicate of any certificate of registered sectional title deemed to be incorporated in such register;

“special resolution” means, subject to subsection (2), a resolution passed by a majority of not less than three-fourths of the votes (reckoned in value) and not less than three-fourths of the votes (reckoned in number) of members of an association who are present or represented by proxy or by a representative recognized by law at a general meeting of which at least 30 days written notice, specifying the proposed resolution, has been given, or a resolution agreed to in writing by at least 75 per cent of all the members of the association (reckoned in number) and at least 75 per cent of all such members (reckoned in value) personally or by proxy or by a representative of any such member recognized by law:

Provided that in circumstances determined in the rules, a meeting of the association may be convened for a date 30 days or less after notice of the proposed resolution has been given to all the members of the association;

“unanimous resolution” means subject to subsection (3), a resolution —

- (a) passed unanimously by all the members of an association who are present or represented by proxy or by a representative recognized by law at a general meeting of the association of which at least 30 days’ written notice, specifying the proposed unanimous resolution, has been given, and at which meeting at least 80 per cent of all the members of an association (reckoned in number) and at least 80 per cent of all the members (reckoned in value) are present or so represented:

Provided that in circumstances determined in the rules, a meeting of the association may be convened for a date 30 days or less after notice of the proposed resolution has been given to all the members of the association; or

(b) agreed to in writing by all the members of the association personally or by proxy or by a representative of any such member recognized by law;

“undivided share in common property”, in relation to an owner, means an undivided share of that owner in common property as determined in accordance with the quota of the section of which he is the owner and, in relation to a section, means an undivided share in common property apportioned to that section in accordance with the quota of the section;

“unit” means a section together with its undivided share in common property apportioned to that section in accordance with the quota of the section;

(2) For the purposes of the definition of “special resolution” in subsection (1), a notice referred to in that definition shall be deemed adequate if —

(a) it has been delivered by hand to a member not less than 30 days prior to the relevant general meeting; or

(b) it was despatched by prepaid registered post not less than 30 days prior to such meeting to the address of a member’s unit in the relevant scheme, or to such other address as a member may have indicated in writing for the purposes of such notice.

(3) For the purposes of the definition of “unanimous resolution” in subsection (1) —

(a) a notice referred to in that definition shall be deemed adequate if it has been delivered to, or despatched to the address of, a member, referred to in paragraphs (a) and (b) respectively of subsection (2);

(b) a member present or represented at a meeting referred to in that definition, who himself, or through a proxy or representative, as the case may be, abstains from voting on the resolution in question, shall be regarded as having voted in favour of the resolution; and

(c) where the resolution in question adversely affects the proprietary rights or powers of any member as owner, the resolution shall not be regarded as having been passed unless such member consents in writing thereto.

Registers

3. There shall be kept in the Deeds Registry by the Registrar —

(a) a register for the registration of sectional plans; and

(b) a register for the registration of sectional titles.

PART II — *Concept of Sectional Ownership of Buildings*

Sectional ownership of buildings

4. (1) Notwithstanding anything to the contrary in any law —

(a) a building comprised in a scheme and the land on which the building is situated, may be divided into sections and common property in accordance with the provisions of this Act;

- (b) separate ownership of the sections or an undivided share thereof may be acquired in accordance with the provisions of this Act;
 - (c) the owners of the sections shall own the common property in undivided shares in accordance with the provisions of this Act;
 - (d) any real right may be acquired in or over any such section or an undivided share therein or common property in accordance with the provisions of this Act; and
 - (e) the Registrar may, in accordance with the provisions of this Act register in the Deeds Registry a title deed whereby ownership in, or any lease of, or any other real right in or over, any such section or an undivided share therein or common property is acquired.
- (2) Subject to subsection (3), a scheme may relate to more than one building erected or to be erected on the same piece of land, or more than one piece of land, whether contiguous or non-contiguous.

(3) The building to be divided into sections shall be situated only on one such piece of land or on two or more such contiguous pieces of land registered in the name of the same person and in respect of which a certificate of consolidation of title has been registered.

5. (1) Except as is otherwise provided in this Act or any other enactment, the provisions of the Deeds Registry Act shall, with such adaptation as may be necessary, apply in relation to all documents registered or filed or intended to be registered or filed in the Deeds Registry in terms of this Act.

Application of
Cap. 33:02

(2) The Registrar may reproduce or cause to be reproduced any document referred to in subsection (1) by means of microfilming or any other process which in his opinion accurately and durably reproduces any such document, and may preserve or cause to be preserved such reproduction, in lieu of such document.

(3) A reproduction referred to in subsection (2) shall, for the purposes of the Deeds Registry, be deemed to be the original document, and a copy obtained by means of such reproduction and which has been certified by the Registrar as a true copy of such reproduction, shall be admissible in evidence and shall have effect as the original document.

(4) A unit shall be deemed to be land.

PART III — *Preparation of Development Schemes*

6. (1) Where a developer intends to carry out a development scheme, he shall cause to be prepared by a land surveyor or an architect, a sectional plan in accordance with the provisions of section 7 to be submitted to the Director in terms of section 9.

Application to
Director for a
approval of
sectional plan

(2) Where an existing building, which is to be converted into a development scheme, is a residential building occupied by tenants under a tenancy agreement, no application shall be made by a developer to the Director under subsection (1) unless the developer —

- (a) has, prior to the making of the application, notified, every tenant, in writing by a letter delivered either personally or by registered post, of a meeting of all tenants in possession to be held at a date, at least 14 days after the delivery of the letter, in the building or such other building as may be specified in the letter which is within a reasonable distance from the building in question and is located within the area of jurisdiction of the local authority;
- (b) has, by himself or his agent at the meeting, furnished the tenants with full particulars of the proposed development scheme;
- (c) has given every tenant the option to acquire the unit he occupies in accordance with the provisions of section 11; and
- (d) has attached to his application, a certificate in the prescribed form that he has complied with the provisions of paragraphs (a) - (c)

(3) For the purposes of subsection (2), "tenant" means a tenant who is a party to a tenancy agreement entered into with the developer or any of his predecessors in title.

(4) Notwithstanding the provisions of subsection (2), a developer may submit his application to the Director if all the tenants have stated in writing that they do not wish to acquire the proposed units which they occupy and a conveyancer has certified in writing that all such statements have been received in respect of all the units in question.

(5) If any sectional plan relates to a building which is in the process of being erected, the developer shall cause the relevant documents to be submitted in terms of section 9 if such building —

- (a) is sufficiently completed for the measurements referred to in section 8 (1) to be undertaken, and
- (b) whilst the erection thereof is not yet completed, complies with the provisions of the Town and Country Planning Act, and the Building Control Act and the regulations made thereunder.

7. (1) Subject to subsection (2) a sectional plan shall be prepared and signed by a land surveyor or an architect in accordance with the provisions of this section.

(2) Any delineation of an exclusive use area of which the boundaries are not represented by physical features of a permanent nature shall be prepared by a land surveyor and signed by him.

(3) A sectional plan shall —

- (a) delineate the boundaries of the land in accordance with the relevant diagram or general plan and the location of the relevant building or buildings in relation thereto;
- (b) indicate the name of the scheme;
- (c) include a plan to scale of each storey in the building shown thereon;
- (d) subject to subsections (4) and (5), define the boundaries of each section in the building and distinguish each section by a number;

Cap. 32:09
Cap. 65:02

Manner of
preparing
sectional plan

- (e) show the floor area to the median line of the boundary walls of each section, correct to the nearest square metre, and the total of the floor areas of all the sections;
- (f) delineate in the prescribed manner any exclusive use area;
- (g) have endorsed upon or annexed to it a schedule specifying the quota of each section in accordance with section 35 (1) or (2) and the total of the quotas of all sections shown thereon; and
- (h) be drawn in such manner and contain such other particulars as may be prescribed.

(4) The common boundary between any section and another section or common property shall be the median line of the dividing floor, wall or ceiling, as the case may be.

(5) For the purposes of subsection (3) (d) the boundaries of a section shall be defined —

- (a) by reference to the floors, walls and ceilings thereof, or as may be prescribed; and
- (b) in respect of a part of a section (such as a stoep, porch, balcony, atrium or projection) of which the boundaries cannot be defined in terms of paragraph (a) but being appurtenant to a part of that section which can be defined in terms of that paragraph, in the manner prescribed.

(6) A section may consist of non-contiguous parts of a building.

8. (1) A land surveyor or architect preparing a sectional plan shall prepare the sectional plan from an actual measurement undertaken by him or under his direction in such manner as will ensure accurate results, in accordance with the provisions of this Act.

Duties of land surveyors and architects and non-liability of State

(2) The State, any officer or employee in the service of the State shall not be liable for any defective measurement or work done or performed in relation to any sectional plan by a land surveyor or architect, notwithstanding the fact that such sectional plan has been approved by the Director.

9. (1) When a sectional plan is prepared in terms of section 7 (1), the land surveyor or architect, as the case may be, shall on behalf of the developer submit to the Director, for his approval, the prescribed number of copies of the sectional plan.

Approval of sectional plan by Director

(2) The submission of the sectional plan to the Director shall be accompanied by —

- (a) a certificate issued by an architect or a land surveyor stating that —
 - (i) the proposed division into sections and common property complies with the provisions of the Town and Country Planning Act and the Building Control Act and the regulations made thereunder;
 - (ii) the building to which the scheme relates, was erected in accordance with approved building plans;

Cap. 32:09
Cap. 65:02

- (b) where the application is signed by a person authorised to sign on behalf of the developer, a written authority by such developer in which the person concerned is authorised to sign the application on behalf of the developer;
 - (c) in the case of an application in respect of a building referred to in section 6 (5), a certificate from the architect or the land surveyor concerned to the effect that the building and the land comply with all the applicable requirements mentioned in this subsection;
 - (d) if section 6 (2) applies to the scheme —
 - (i) an affidavit by the developer stating that that section has been complied with;
 - (ii) a copy of the notice referred to in section 6 (2) (a) and the certificate referred to in section 6 (2) (d); and
 - (iii) where applicable, a certificate from a conveyancer in terms of section 6 (4);
 - (e) if section 6 (4) does not apply to the scheme, an affidavit by the developer to that effect.
- (3) The manner of submission of the sectional plan and other documents shall be prescribed.
- (4) The Director shall not be responsible for investigating the correctness or accuracy of any document submitted to him in terms of subsection (2) or section 23, 26 or 27.
- (5) The Director shall not approve a sectional plan, unless the applicable documents have been submitted to him in terms of subsection (2) and such plan has been prepared in accordance with this Act.

Improper
conduct of
land surveyors
and architects

- 10.** A land surveyor or architect shall be guilty of an offence if he —
- (a) signs, except as provided in such circumstances as may be prescribed, a sectional plan or any other plan referred to in this Act, required in connection with the registration thereof, and in respect of which he has not carried out or supervised the measurements, and has not carefully examined and satisfied himself of the correctness of the entries in any records and of the calculations in connection therewith which may have been made by any other person;
 - (b) signs any defective plan knowing it to be defective;
 - (c) makes an entry in a field record, a copy of a field record or other document which purports to have been derived from actual measurement in the field, when it was in fact not so derived;
 - (d) supplies erroneous information to the Director in connection with any scheme, knowing it to be erroneous; or
 - (e) contravenes any provisions of this Act,
- shall be guilty of an offence and liable on conviction to a fine not exceeding P2 000 or to a term of imprisonment not exceeding 12 months, or to both.

Restriction on
sale of units
occupied by
tenants

11. (1) Subject to the provisions of this section, no developer shall sell any unit in a development scheme which is occupied by a tenant to a person other than the tenant in possession unless —

- (a) he has, first made an offer to sell the unit to the tenant in possession by a letter delivered either personally or by registered post;
- (b) he has given the tenant three months' notice within which to consider the offer; and
- (c) the tenant has either refused to accept the offer or failed to accept the offer within the period specified in paragraph (b).

(2) Where a tenant refuses an offer or fails to accept an offer within the period specified in subsection (1) (b), the developer shall not, within a period of six months from the date on which the tenant refused to take the offer or failed to accept the offer, as the case may be, offer for sale or sell the unit to any person other than the tenant in possession at a price lower than the price at which it was offered to the tenant in possession unless —

- (a) the developer has again offered the unit at that lower price for sale to the tenant in possession; and
- (b) the tenant has refused the offer within a period of three months from the date thereof, or has failed to accept the offer on the expiry of the three months.

(3) Before the expiry of the periods of three months or six months, as the case may be, specified in subsections (1) and (2), a developer shall not within either of those periods —

- (a) require or permit any tenant in possession to pay an amount of rent higher than the amount payable by the tenant at the time of his refusal or failure to accept the offer of sale made in accordance with the provisions of subsection (1) or (2);
- (b) require the tenant to vacate the unit unless the tenant has been guilty of non-payment of rent, or has done material damage to the unit, or has been guilty of conduct which is a nuisance to occupiers of other units in the building.

(4) Any contract of purchase and sale entered into contrary to the provisions of this section shall be void.

(5) A developer or any person who has performed partially or fully in terms of a contract which is void by virtue of subsection (4) shall have a claim against the other party to the extent of such performance.

(6) A developer may in addition claim from any such person —

- (a) reasonable compensation for the use which the person may have had of the building and land in question or any part thereof; and
- (b) compensation for any damage caused to that building or land or any part thereof by the person, or any other person for whose acts or omissions such person is delictually liable.

(7) A person to whom an option has been granted or a purchaser may in addition claim from the developer —

- (a) interest at the prescribed rate on any payment made in terms of the contract, from the date of payment to the date of recovery thereof;
- (b) reasonable compensation for any expenses incurred by him with or without the authority of the developer for the preservation of the building or land, or part thereof, or in respect of any improvements which enhance the market value thereof and which were effected by him with the express or implied consent of the developer; and
- (c) compensation for any damage or loss suffered by him which he would otherwise have been entitled to claim from the developer on the ground of breach of contract had the contract not been void and had the developer failed to effect any transfer in accordance with the contract.

(8) A developer who fails to comply with the provisions of subsections (1) to (3) shall be guilty of an offence, and liable on conviction to a fine not exceeding P2 000, or to imprisonment for a term not exceeding 12 months, or to both.

12. (1) A developer may, after approval of a sectional plan by the Director, apply to the Registrar for the registration of the sectional plan, and for the opening of a sectional title register in respect of the land and building thereon.

(2) When making application for the registration of the sectional plan and for the opening of a sectional title register, a developer may in the schedule referred to in subsection (3) (b) impose registrable conditions.

(3) An application in terms of subsection (1) shall be accompanied by —

- (a) two copies of the sectional plan;
- (b) a schedule certified by a conveyancer setting out the servitudes and conditions of title burdening or benefiting the land and the other registrable conditions imposed by the developer in terms of subsection (2), as well as such other particulars as may be prescribed;
- (c) the title deed of the land in question;
- (d) any mortgage bond to which the land may be subject, together with the consent of the mortgagee to the opening of the sectional title register and to the endorsement of such bond to the effect that it attaches to —
 - (i) the sections and common property shown on the sectional plan,
 - (ii) the certificate of real right in respect of a right reserved by him in terms of section 27 (1), and
 - (iii) the certificate of real right in respect of a right of exclusive use referred to in section 29 (1):

Provided that section 38 (5) and (6) of the Deeds Registry Act shall apply with the necessary changes to any bond which is registered against one or more pieces of land shown on the sectional plan;

- (e) a certificate by a conveyancer stating that the rules prescribed in terms of section 38 (2) are applicable, and containing the other rules (if any) substituted by the developer for those rules mentioned in that section;
- (f) certificates of registered sectional title in the prescribed form in respect of each section and its undivided share in the common property, made out in favour of the developer; and
- (g) such other documents and particulars as may be prescribed.

13. (1) When the requirements of the preceding provisions of this Act have been complied with the Registrar shall —

- (a) register the sectional plan and allot a distinctive number to it;
- (b) open a sectional title register in respect of the land and building thereon in the prescribed manner;
- (c) keep by means of a computer or in any other manner such registers containing such particulars as are necessary for the purpose of carrying out the provisions of this Act and of maintaining an efficient system of registration calculated to afford security of title and ready reference to any registered deed;
- (d) simultaneously with the opening of the sectional title register, issue to the developer in the prescribed form a certificate of registered sectional title in respect of each section and its undivided share in the common property, subject to any mortgage bond registered against the title deed of the land;
- (e) issue to the developer, in the prescribed form, a certificate of real right in respect of any reservation made by him in terms of section 27 (1), subject to any mortgage bond registered against the title deed of the land;
- (f) issue to the developer, in the prescribed form, a certificate of real right in respect of a right of exclusive use referred to in section 29 (1), subject to any mortgage bond registered against the title deed of the land;
- (g) make the necessary endorsements on the title deed, any mortgage bond or other document, or in his records.

(2) The Registrar shall notify the Director of the registration of the sectional plan.

14. (1) Upon the registration of a sectional plan the building and the land shown thereon shall, subject to the provisions of this Act, be deemed to be divided into sections and common property as shown on the sectional plan.

Registration of sectional plans and opening of sectional title registers

Effect of registration of sectional plans

(2) A sectional plan, together with the schedule of servitudes and conditions referred to in section 12 (3) (b), shall upon the registration of such plan be deemed to be part of the sectional title deed, and an owner's title to his section and his undivided share in the common property shall be subject to or shall be benefited by the servitudes, other real rights or conditions (if any) which burden or benefit the land shown on the sectional plan, and shall also be subject to any registrable condition imposed by a developer in terms of section 12 (2).

(3) Upon the registration of a sectional plan, any mortgage bond, lease, other real right or condition then registered against or affecting the land shown on the sectional plan, shall be deemed to be converted into a bond, lease, other real right or condition registered against or affecting the sections and common property shown on the sectional plan.

15. (1) The Director may require a land surveyor or architect who has prepared a registered sectional plan to amend, or the developer or the association to cause to be amended, any registered sectional plan found to be incorrect, or to substitute another sectional plan for the incorrect sectional plan.

(2) The association may recover the costs incurred as a result of an amendment to a sectional plan, or the substitution thereof, in terms of subsection (1), from the developer, land surveyor or architect concerned.

(3) If in the opinion of the Director any person is likely to be prejudiced by an incorrect sectional plan, he shall advise the Registrar as to which sections are affected by any such defect in question, and thereafter no transfer of such section and its undivided share in the common property or the registration of a real right therein shall be registered until the defect in the sectional plan has been rectified, unless the Registrar is satisfied that the delay in causing the defective sectional plan to be rectified will cause undue hardship and the person in whose favour transfer of the section and its undivided share in the common property or of a real right therein is to be registered, consents in writing to the transfer or other registration being effected prior to the rectification of the defect.

(4) The formalities for the amendment of a sectional plan in terms of subsection (1), shall be prescribed.

(5) The Director shall advise the Registrar of any amendment of a sectional plan in terms of subsection (1) which affects the description or extent of any section, and thereupon the Registrar shall make the necessary endorsements indicating any change of description or extent upon the Deeds Registry copy of the sectional title deed and upon any other registered document affected by such change, and shall likewise endorse the owner's or holder's copy of that sectional title deed or any such other registered document whenever subsequently lodged at the Deeds Registry for any purpose.

(6) The Registrar may on application by a developer, which application shall be accompanied by a certificate by a conveyancer in which he certifies —

- (a) that all the units of a scheme are registered in the developer's name;
 - (b) that, if applicable, the developer is the holder of a right referred to in section 27 or 29; and
 - (c) that no unit or right referred to in section 27 or 29 is encumbered by a sectional mortgage bond or a lease or in any other way,
- close the sectional title register, and notify the Director that the sectional title register has been closed, whereupon the Director shall cancel the original sectional plan and the Deeds Registry copy thereof.

(7) Whenever a sectional title register has been closed under subsection (6), the Registrar shall make all such amendments, endorsements and entries on the developer's sectional title deeds and in the registers and records kept by him, as may be necessary to record such cancellation and the reversion of the land in question to the applicable land register, and shall in the manner prescribed cause the developer's title deed referred to in section 12 (3) (c) to be revived, or shall issue to the developer a certificate of registered title in the form prescribed under the Deeds Registry Act for the land in question, subject or entitled to such servitudes, other real rights and conditions (if any) as are still applicable to or in respect of such land.

Cap. 33:02

(8) A registered sectional plan shall, subject to the provisions of subsection (6) and section 20 (15), only be cancelled by an order of court, and the Registrar shall give effect to any such cancellation by making the necessary endorsements and entries in his records, and shall notify the Director, who shall cancel the original sectional plan and the Deeds Registry copy thereof.

PART IV— *Registration and Common Property*

16. Subject to the provisions of this Act or any other enactment, the Registrar shall not attest, execute or register any deed of transfer, sectional mortgage bond, certificate of title or certificate of registration of any kind whatsoever, unless it has been prepared by a conveyancer admitted and enrolled in terms of the Legal Practitioners Act and practising in Botswana.

Preparation of
deeds by
conveyancer

17. (1) A conveyancer or any person other than a conveyancer who is authorised thereto by or under any law, who prepares a deed or other document for the purposes of registration or filing in the Deeds Registry, and who signs a prescribed certificate on such deed or document, accepts by virtue of such signing the responsibility, to the extent prescribed by regulations for the purposes of this section, for the accuracy of the facts mentioned in such deed or document or which are relevant in connection with the registration or filing thereof, and which are prescribed by regulations.

Proof of
certain facts
in connection
with deeds and
documents by
means of
certain
certificates

(2) Subject to subsection (3), the Registrar shall accept during the course of his examination of a deed or other document in accordance with the provisions of this Act, that the facts referred to in subsection (1) in connection with the registration or filing of a deed or other document in respect of which a certificate referred to in the said subsection (1) has been signed, have for the purposes of such examination been conclusively proved.

(3) The provisions of subsection (2) shall not derogate from the obligation of the Registrar to give effect to any order of court or any other notification recorded in the Deeds Registry in terms of this Act or a provision in any other law contained and which affects the registration or filing of such deed or other document.

18. (1) When a sectional plan has been registered and the sectional title register has been opened —

- (a) ownership in any unit or land, or any undivided share in such unit or land, held under a sectional title deed shall, subject to the provisions of this Act or any other law, be transferred by means of a deed of transfer signed or attested by the Registrar, so however that where the State acquires all the units or land held under any sectional title deed, the Registrar shall make such alterations and entries in his registers and such endorsements on any such title deed as may be necessary to register transfer to the State of the property;
- (b) the Registrar shall register any notarial lease of a unit or an undivided share in a unit and any notarial cancellation or modification of such a lease by means of an endorsement made by him on the sectional title deed, and he shall register any notarial sub-lease and any notarial cession of such a lease or sub-lease and any notarial cancellation or modification of such a sub-lease by means of an endorsement made by him on the lease in question, so however that if any such lease or sub-lease has lapsed by effluxion of time, the Registrar shall cancel the registration on production of proof that the lease or sub-lease has so lapsed;
- (c) the Registrar shall register any sectional mortgage bond by which a unit or an undivided share in a unit or land held under a sectional title deed, or a registered lease or sub-lease of a unit or an undivided share in a unit or such land, or any registered real right in or over any such unit or undivided share in a unit or land, is hypothecated, and any cession, cancellation or modification of such bond, by means of an endorsement made by him on the sectional title deed or on the registered lease or sub-lease or bond or other deed; and

- (d) the Registrar shall, except in the case of any real right which has elapsed, register any other real right (which is incorporated in a notarial deed) in or over a unit or an undivided share in a unit or land held under a sectional title deed, and any notarial cancellation or modification of such a real right, by means of an endorsement made by him on the sectional title deed.
- (2) Notwithstanding anything to the contrary in any other law contained, it shall not be necessary to annex a diagram to any sectional title deed under which a unit or an undivided share in a unit is held, if reference is made in such deed to the registered sectional plan.
- (3) The Registrar shall not register a transfer of a unit or of an undivided share therein, unless there is produced to him —
- (a) a conveyancer's certificate confirming, that as at the date of registration —
- (i) the association deemed to be formed in terms of section 39 (1), has certified that all moneys due to it by the transferor in respect of the unit have been paid, or that provision has been made to the satisfaction of the association for the payment thereof, or in the case where no association has been formed that no moneys are payable;
 - (ii) that no real right of extension of a scheme referred to in section 27 is registered in favour of a developer or the association or, if such right is so registered, that it is disclosed in the deed of sale to the transferee referred to in section 27 (16) or, if it is not so disclosed, that the transferee after the conclusion of the deed of sale has in writing exercised his option in terms of section 27 (17), and that he has elected not to annul the sale on the ground of the defect;
- (b) a clearance certificate from the local authority that all rates and moneys due to such local authority in terms of any law in respect of the land and buildings of the scheme have been paid if —
- (i) provision is made by law for the separate rating of units; or
 - (ii) the transfer will result in the formation of an association in terms of section 39;
- (c) if the transferor is a developer, an affidavit by the developer in which it is declared whether the relevant unit is a unit to which the provisions of section 11 apply or not and, if those provisions so apply, that the transfer is effected in terms of a contract which is not contrary to any provision of that section.
- (4) A unit shall be capable of being held by two or more persons in joint ownership.

Ownership of
common
property

(5) Any person who is the joint owner of a unit held by such person and one or more other persons under one sectional title deed may, upon application to the Registrar in the prescribed manner, obtain a certificate of registered sectional title in the prescribed form in respect of his undivided share in such unit, and no transfer of a fraction only of his undivided share in such unit and no hypothecation or lease of the whole or any fraction of his undivided share in such unit shall be registered in the Deeds Registry, unless a certificate of registered sectional title in the prescribed form in respect of such undivided share is produced to the Registrar.

19. (1) The common property shall be owned by owners of sections jointly in undivided shares proportionate to the quotas of their respective sections as specified on the sectional plan.

(2) A sectional title deed in respect of a section shall, in a separate paragraph, describe the undivided share in the common property of the owner of the section as an undivided share in the common property apportioned to the section in accordance with the quota of the section.

(3) A section and its undivided share in the common property shall together be treated as one unit, and no section shall be disposed of or be otherwise dealt with apart from its appurtenant undivided share in the common property nor, subject to section 20, shall an undivided share in the common property be disposed of or be otherwise dealt with apart from the section to which it is appurtenant.

(4) Any insurance of a section shall be deemed also to insure the undivided share in the common property of the owner of the section, even if no express reference is made to such share.

Dealings with
common
property

20. (1) The owners and the holders of a right of extension referred to in section 27 may by unanimous resolution direct the association on their behalf to transfer common property or any part thereof, or to let common property or any part thereof under a lease, and thereupon the association shall, notwithstanding any provision of section 20 of the Deeds Registry Act, but subject to compliance with any enactment relating to the subdivision of land or to the letting of a part of land, as the case may be, have power to deal with such common property or such part thereof in accordance with the direction, and to execute any deed required for the purpose:

Provided that if the whole of the right referred to in section 27 is affected by the sale of common property, such right shall be cancelled by the Registrar with the consent of the holder thereof on submission of the deed of transfer of the right.

(2) Any transaction in pursuance of a resolution referred to in subsection (1) shall be accompanied by a copy of the relevant resolution, certified by two trustees of the association.

(3) Where the transaction in question requires to be notarially executed, such resolution so certified shall be produced to the notary public concerned and be retained by him in his protocol.

(4) The Registrar shall —

- (a) register the transfer of the land comprised in the common property, and thereupon the land shall revert to the land register and the Registrar shall make an appropriate endorsement and entry on such title deed and in his records to give effect thereto:

Provided that if a portion only of the land comprised in the common property and on which no section or part of a section is erected, is so transferred, no endorsement thereof shall be made on the sectional title deeds of the owners of units:

Provided further that in such a case where a portion only of the land comprised in the common property is transferred, a diagram of such portion approved by the Director in terms of the Land Survey Act, shall be annexed to the title deed;

- (b) notify the Director and the local authority of any reversion of any land to the land register under paragraph (a), and upon receipt of such notification the Director shall make an appropriate endorsement on the original sectional plan and the Deeds Registry copy thereof; and
- (c) register a notarial lease of land comprising common property by making an appropriate endorsement against the schedule of conditions referred to in section 12 (3) (b), and no endorsement thereof shall be made on the sectional title deeds of the units:

Provided that where a lease is registered over a portion only of the land comprised in the common property, a diagram of such portion approved in terms of the Land Survey Act shall be annexed to the deed of lease.

(5) Where, pursuant to subsection (1), it is sought to sell a portion of the common property on which a section is erected, the Registrar shall not register the transfer unless the registration of the section in question has been cancelled with the written consent of the owner.

(6) Where pursuant to subsection (1) it is sought to let land which forms part of the common property or a portion thereof on which a section or part of a section is erected, the Registrar shall not register the lease, unless it is made subject to any right which the owner of the section or part of the section may have.

(7) When the registration of a section is cancelled under subsection (5), the quota of the section shall lapse and the quotas of the remaining sections shall be proportionately adjusted.

(8) The Registrar shall notify the Director and the local authority whenever the registration of a section has been cancelled under subsection (5), and upon receipt of such notification the Director shall effect the necessary amendments to the original sectional plan, the Deeds Registry copy of the sectional plan and the schedule thereto specifying the quota of each section.

(9) Where part of a section is erected on a portion of the common property the unaffected part of the section in the scheme shall be substituted in accordance with an amended participation quota schedule, which shall be referred to the Director for approval.

(10) The Director shall notify the Registrar of a change or amendment of a sectional plan in terms of subsection (9) which affects the description or extent of a section, and thereupon the Registrar shall, simultaneously with the registration of the transfer of the part of the land included in the scheme, make the necessary endorsement against the title deeds in question :

Provided that the Registrar shall not register the transfer of the common property, unless the sectional title deed of the affected section is endorsed with the new extent as reflected in the amended participation quota schedule.

(11) The Registrar shall notify the Director and the local authority whenever an endorsement has been made in terms of subsection (10), and on receipt of such notice the Director shall make the necessary amendments on the original sectional plan, the Deeds Registry copy of the sectional plan and the schedule thereto specifying the quota of each section.

(12) Where in terms of subsection (1) it is sought to sell a portion of land on which an exclusive use area or part thereof is registered, the Registrar shall not register the transfer, unless the registration of the exclusive use area or part thereof has been cancelled with the written consent of the holder.

(13) The Registrar shall notify the Director and the local authority when the registration of an exclusive use area or part thereof has been cancelled in terms of subsection (12), and on receipt of such a notice the Director shall make the necessary amendments on the original sectional plan and on the Deeds Registry copy of the sectional plan.

(14) When the whole of the land comprised in the common property shown on the sectional plan is transferred by the association pursuant to this section, the sectional title deeds of the owners of units and the title deeds of the holders of any registered real right in the units, and the title deeds of the holders of exclusive use areas shall be surrendered to the Registrar for cancellation, and the title deed of any other registered real right in the land, excluding mineral rights, shall be surrendered to the Registrar for endorsement, and the Registrar shall close the sectional title register and notify the Director and the local authority that the sectional title register has been closed.

(15) Upon receipt of the notification referred to in subsection (14), the Director shall cancel the original sectional plan and the Deeds Registry copy of the sectional plan.

21. The provisions of sections 54 and 55 of the Deeds Registry Act shall have effect with reference to the transfer of any mortgaged unit or undivided share in a unit, the cession of any mortgaged lease of a unit or undivided share in a unit, the cession of any mortgaged real right in or over a unit or an undivided share in a unit, and the transfer under section 20 of any mortgaged common property or land or an undivided share therein.

Transfer of
mortgaged
unit, etc.

22. (1) Whenever the whole or any part of, or any right in, the common property is compulsorily acquired under the provisions of any law, service of a notice of acquisition on the association shall be deemed to be service thereof on the registered owner of every section in the building, and each such owner shall be deemed to have appointed the trustees of the association as his duly authorized agents and representatives —

Compulsory acquisition of common property or rights therein

- (a) to negotiate and settle the compensation payable to him, and to that end to employ attorneys, advocates and other experts; and
- (b) on his behalf to receive and give valid acquittance for any compensation moneys paid.

(2) Any compensation moneys received by the trustees on behalf of the owners in terms of subsection (1), shall be paid to the owners in accordance with their participation quotas after they have received notice of such distribution in writing, so however that an owner may notify the trustees before such moneys are so distributed that he considers such a distribution inequitable, in which event the compensation moneys shall be distributed —

- (a) in accordance with a division approved by unanimous resolution; or
- (b) in accordance with a division approved by an arbitrator, being a practising advocate of not less than 10 years' standing or a practising attorney of not less than 10 years' standing, nominated by the trustees.

(3) The provisions of section 20 (4) (a) and (b) shall apply to a transfer pursuant to an acquisition of land or a servitude or other real right in land comprising common property.

(4) When land comprising common property on which a section or a part of a section is erected is transferred pursuant to an acquisition, the Registrar shall cancel the registration of such section in his records and shall endorse the Deeds Registry copy of the title and any bond, lease or other registered document affected, to reflect the cancellation of the section, and shall in like manner endorse the owner's copy of the title deed or the holder's copy of the bond, lease or other document whenever subsequently lodged at the Deeds Registry for any purpose.

(5) The provisions of section 20 (6), (7), (9) – (14), shall apply to the cancellation of a section in terms of subsection (4).

PART V — *Subdivision, Consolidation and Extension of Sections*

23. (1) If an owner of a section proposes to subdivide his section or to consolidate two or more sections registered in his name, he shall with the consent of the trustees of the association, which consent shall not unreasonably be withheld, cause the land surveyor or architect concerned to submit the sectional plan of the subdivision or consolidation, as the case may be, to the Director for approval.

Approval of plan of subdivision or consolidation by Director

(2) The submission of the sectional plan of subdivision or consolidation to the Director shall be accompanied by —

- (a) the documents referred to in section 9 (2);
- (b) in the case of a subdivision, a schedule specifying in the manner prescribed, the apportionment of the participation quota of the section between the new sections created;
- (c) in the case of a consolidation, a schedule specifying in the manner prescribed, the participation quota of the new section created being the aggregate of the quotas of the sections that are to be consolidated.

(3) The provisions of section 9 (3) and (5) shall apply to the preparation and submission of a sectional plan of a subdivision or consolidation to the Director.

24. (1) An owner may, after approval of a sectional plan of a subdivision of a section, apply to the Registrar to register the sectional plan of the subdivision.

(2) An application under subsection (1) shall be accompanied by —

- (a) two copies of the sectional plan of the subdivision;
- (b) the sectional title deed in respect of the section to be subdivided;
- (c) any sectional mortgage bond to which the section may be subject, together with the consent of the mortgagee to the cancellation of the bond or to the release of the section from the bond or to the subdivision and substitution of the new sections in lieu of such section as security under the bond;
- (d) certificates of registered sectional title in the prescribed form for each of the new sections and their undivided shares in the common property created by the subdivision, made out in favour of the owner or, in the case of a partition, in favour of the persons entitled thereto in terms of the partition agreement;
- (e) the partition agreement (if any), if the section is owned by more than one owner; and
- (f) such other documents and particulars as may be prescribed.

(3) When the requirements of this section and any other enactment have been complied with, the Registrar shall register the sectional plan of the subdivision referred to in subsection (1), furnish a copy of the sectional plan of the subdivision to the local authority and shall notify the Director of the registration of the sectional plan of the subdivision, and thereupon the Director shall amend the original sectional plan and the Deeds Registry copy of the sectional plan to reflect such subdivision.

(4) Upon registration of the sectional plan of a subdivision, the portions in question shall be deemed to be separated from one another and shall each be deemed to be a separate section.

(5) On the registration of the sectional plan of a subdivision the Registrar shall, in lieu of the sectional title deed referred to in subsection (2) (b), issue the certificates of registered sectional title referred to in subsection (2) (d), and make such endorsements on the superseded and newly issued certificates of registered

sectional title, any sectional mortgage bond, lease or other deed embodying any other real right registered against the section at the time of the subdivision, and entries in the Deeds Registry records, as he may deem necessary to give effect to the provisions of this section.

(6) A sectional plan of a subdivision shall upon the registration thereof be deemed to be incorporated in the sectional plan registered in terms of section 13 (1) (a) and the provisions of section 14 (2) shall apply to such plan and the certificates of registered sectional title issued in terms of subsection (5).

25. (1) An owner may, after approval of a sectional plan of consolidation of two or more sections, apply to the Registrar to register the sectional plan of the consolidation.

Registration of
consolidation
of sections

(2) An application under subsection (1) shall be accompanied by —

- (a) two copies of the sectional plan of the consolidation;
- (b) the sectional title deeds of the sections to be consolidated;
- (c) any sectional mortgage bond registered against the sections, together with the consent of the mortgagee to the registration of the sectional plan of consolidation;
- (d) a certificate of registered sectional title in the prescribed form in respect of the new section as shown on the sectional plan of consolidation, and its undivided share in the common property, made out in favour of the owner of the sections to be consolidated; and

(e) such other documents and particulars as may be prescribed.

(3) When the requirements of this section and any other enactment have been complied with, the Registrar shall register the sectional plan of the consolidation referred to in subsection (1), furnish a copy of the sectional plan of consolidation to local authority and notify the Director of the registration of the sectional plan of the consolidation and thereupon the Director shall amend the original sectional plan and Deeds Registry copy of the sectional plan to show such consolidation.

(4) Upon registration of the sectional plan of the consolidation, the sections in question shall be deemed to be consolidated into a single section as depicted on the sectional plan of the consolidation.

(5) Simultaneously with the registration of the sectional plan of the consolidation, the Registrar shall, in lieu of the sectional title deeds referred to in subsection (2) (b), issue the certificate of registered sectional title referred to in subsection (2) (d), and thereupon the provisions of subsection (5) of section 24 relating to the endorsements and entries to be made in the Deeds Registry records, and of subsection (6) of that section, shall apply.

(6) The provisions of section 38 (5) and (6) of the Deeds Registry Act shall apply with reference to any mortgage bond registered over one or more component sections of the section represented on the sectional plan of the consolidation.

26. (1) If an owner of a section proposes to extend the limits of his section, he shall with the approval of the association, authorized by a unanimous resolution of its members, cause the land surveyor or architect concerned to submit a sectional plan of the extension to the Director for approval.

(2) The submission of the sectional plan of the extension of a section to the Director shall be accompanied by —

- (a) the documents referred to in section 9 (2); and
- (b) in the case of the floor area of the section in question being increased by the extension, a revised schedule, reflecting the participation quotas of all the sections as modified after taking the increased floor area of the section in question into account.

(3) The provisions of section 9 (3) and (5) shall apply to the preparation and submission of a sectional plan of the extension of a section to the Director, and to the approval of such plan by him.

(4) An application to the Registrar for the registration of a sectional plan of an extension of a section, shall be accompanied by —

- (a) two copies of the sectional plan of the extension of a section;
- (b) the sectional title deed in respect of the section to be extended;
- (c) any sectional mortgage bond to which the section may be subject, together with a certificate by a conveyancer stating that there is not a deviation of more than five per cent in the participation quota of a section as a result of a subdivision, or if there is a deviation of more than five per cent that all the mortgagees have consented to the registration of the sectional plan of extension of a section; and
- (d) such other documents and particulars as may be prescribed.

(5) When the requirements of this section and of any other relevant enactment have been complied with, the Registrar shall register the sectional plan of the extension of a section, and shall make an appropriate endorsement on the title deed referred to in subsection (4) (b), if the floor area of the section is increased by the extension, and such consequential endorsements against any deed registered against the title deed as may be necessary, and he shall furnish a copy of the sectional plan of the extension to the local authority and notify the Director of the registration of the sectional plan of the extension, and thereupon the Director shall amend the original sectional plan and the Deeds Registry copy of the sectional plan to reflect such extension of a section.

(6) A sectional plan of an extension of a section shall upon the registration thereof be deemed to be incorporated in the sectional plan registered in terms of section 13 (1) (a), and the provisions of section 14 (2) shall apply to such plan.

PART VI — *Extension of Schemes*

27. (1) A developer may, subject to the provisions of section 4 (2) and (3) in his application for the registration of a sectional plan, reserve, in a condition imposed in terms of section 12 (2), the right to erect and complete from time to time, but within a period stipulated in such condition, for his personal account —

Extension of
schemes by
addition of
sections

- (a) a further building or buildings;
- (b) a horizontal extension of an existing building;
- (c) a vertical extension of an existing building,

on a specified part of the common property, and to divide such building into a section or sections and common property and to confer the right of exclusive use over parts of such common property upon the owner or owners of one or more sections.

(2) In the event of a reservation made in terms of subsection (1), the application for the registration of the sectional plan shall, in addition to the documents referred to in section 12 (3), be accompanied by —

- (a) a plan to scale of the building to be erected and on which —
 - (i) the part of the common property affected by the reservation;
 - (ii) the siting, height and coverage of all buildings;
 - (iii) the entrances and exits to the land;
 - (iv) the building restriction areas, if any;
 - (v) the parking areas; and
 - (vi) the typical elevation treatment of all buildings, are indicated;
- (b) a plan to scale showing the manner in which the building to be erected is to be divided into a section or sections and any exclusive use areas;
- (c) a schedule indicating the estimated participation quotas of all the sections in the scheme after such section or sections have been added to the scheme;
- (d) particulars of any substantial difference between the materials to be used in the construction of the building to be erected and those used in the construction of the existing building;
- (e) particulars of such applicable expenses as are specified in section 40 (1) (a), which will be borne by the developer from the date of establishment of the association until the sectional plan of the extension is registered;
- (f) the certificate of real right which is to be issued in terms of section 13 (1) (e); and
- (g) such other documents and particulars as may be prescribed.

(3) The developer shall promptly on demand pay any moneys due in terms of subsection (2) (e) to the association.

(4) A right reserved in terms of subsection (1) or vested in terms of subsection (6), and in respect of which a certificate of real right has been issued —

- (a) shall for all purposes be deemed to be a right to urban immovable property which admits of being mortgaged; and
- (b) may be transferred by the registration of a notarial deed of cession in respect of the whole, a portion or a share in such right:

Provided that in the case of a cession affecting only a portion of the land comprising the scheme only such portion shall be identified to the satisfaction of the Director.

(5) A right reserved in terms of subsection (1) may be exercised by the developer or his successor in title thereto, even though the developer or his successor in title, as the case may be, has no other interest in the common property.

(6) If no reservation was made by a developer in terms of subsection (1), or if such a reservation was made and for any reason has lapsed, the right to extend a scheme including land referred to in section 28, shall vest in the association which shall be entitled, subject to this section and after compliance with the necessary changes, with the requirements of paragraphs (a), (b), (c), (d), and (g) of subsection (2), to obtain a certificate of real right in the prescribed form in respect thereof:

Provided that the association shall only exercise or sell or transfer such right with the written consent of all the members of the association as well as with the written consent of the mortgagee of each unit in the scheme:

Provided further that a member or mortgagee shall not withhold such approval without good cause in law.

(7) If no reservation has been made by a developer in terms of subsection (1) and the association has not yet been formed, the Registrar may issue a certificate of real right of extension referred to in section 13 (1)(e) on application by the developer accompanied by the sectional mortgage bond and the written consent of any bondholder.

(8) Upon compliance with subsection (7) this Act shall apply with the necessary changes to such real right as if it had originally formed part of the application for the opening of the sectional title register and such certificate of real right shall be issued subject to any sectional mortgage bond against the land.

(9) Subject to the provisions of subsection (10), the provisions of sections 7, 8 and 9 shall apply to the submission of a sectional plan of an extension to the Director in terms of this section and the approval thereof by him.

(10) The sectional plan of an extension submitted to the Director, shall be accompanied by a revised schedule specifying the participation quota of each section in the building depicted on the sectional plan and the sectional plan of an extension, calculated in accordance with the provisions of section 35 as if the plan of the extension formed part of the

sectional plan when it was registered, and the Director shall file such revised schedule with the sectional plan.

(11) A developer or his successor in title to a right reserved in terms of subsection (1), or the association in terms of subsection (6), as the case may be, may, after approval of a sectional plan of an extension by the Director in terms of this section, apply to the Registrar for the registration of such plan of the extension and the inclusion of the additional section in the sectional title register.

(12) An application under subsection (11) shall be accompanied by —

- (a) two copies of the sectional plan of the extension;
- (b) the certificate of real right by which the reservation in terms of subsection (1) or (6) is held, together with any sectional mortgage bond registered against the certificate of real right and the consent of the mortgagee to the substitution of the sections depicted on the sectional plan of the extension and their undivided shares in the common property, as security in lieu of the real right held under the certificate of real right mortgaged under the bond;
- (c) certificates of registered sectional title in the prescribed form in favour of the developer, his successor in title or the association, as the case may be, in respect of each section reflected on the plan of the extension;
- (d) such other documents and particulars as may be prescribed.

(13) When the requirements of this section and of any other enactment have been complied with, the Registrar shall —

- (a) register the sectional plan of the extension;
- (b) extend the sectional title register to include the sections depicted on the plan of the extension;
- (c) on the registration of the sectional plan of the extension, issue to the developer, his successor in title or the association, as the case may be, a certificate of registered sectional title in respect of each section depicted on the sectional plan of the extension and its undivided share in the common property, furnish the local authority with a copy of such plan of extension and notify the Director of the registration of such plan of the extension, and thereupon the Director shall amend the original sectional plan and the Deeds Registry copy of the sectional plan to show such an extension; and
- (d) make such entries in his records and endorsements on the certificates of registered sectional title referred to in paragraph (c), any certificate of real right referred to in subsection (12) (b), and any sectional mortgage bond registered against the certificate of real right, as are necessary to give effect to this section.

(14) Upon registration of a sectional plan of an extension referred to in subsection (13) (a) —

- (a) the owners of sections in the building in the scheme that is being extended, the mortgagees of sectional mortgage bonds and the holders of any real rights registered over such sections, shall be divested of their share or interest in the common property to the extent that an undivided share in the common property is vested in the developer, his successor in title or the association, as the case may be, by the issue of the certificates of registered sectional title referred to in subsection (13) (c);
- (b) a sectional mortgage bond whereby a real right held by a certificate of real right referred to in subsection (12) (b) is mortgaged, shall be deemed to be a sectional mortgage bond over the sections depicted on the sectional plan of the extension and their undivided share in the common property and registered against the certificates of sectional title issued in terms of subsection (13) (c); and
- (c) the sectional plan of an extension shall be deemed to be incorporated in the sectional plan registered in terms of section 13 (1) (a), and thereupon the provisions of section 14 (1) and (2) shall have effect.

(15) A developer or his successor in title who exercises a reserved right referred to in subsection (1), or an association exercising the right referred to in subsection (6), shall be obliged to erect and divide the building into sections strictly in accordance with the documents referred to in subsection (2), due regard being had to changed circumstances which would make strict compliance impracticable, and an owner of a unit in the scheme who is prejudiced by his failure to comply in this manner, may apply to the court, whereupon the court may order proper compliance with the terms of the reservation, or grant such other relief, including damages, as the court may deem fit.

(16) In all cases where a developer or an association has a real right to extend a scheme as mentioned in this section, such right shall be disclosed in the deed of sale to every purchaser of a section in the scheme concerned.

(17) A deed of sale in which a real right has not been disclosed as mentioned in subsection (16), shall be voidable at the option of the purchaser; and it shall be void if the purchaser notifies the seller that he annuls the sale, and thereupon the provisions of section 11 (5) to (7) shall apply.

28. (1) An association, authorized thereto in writing by all of its members, may purchase land to extend the common property.

(2) Land purchased by an association in terms of subsection (1) shall be deemed to be owned by the owners of the sections in the building concerned in the same proportion as their participation quota as reflected on the sectional plan.

Extension of
schemes by
addition of
land to
common
property

(3) The provisions of section 9 (2) (a), (3) and (5) shall, with such necessary adaptation, apply for the preparation and submission to the Director of a plan of an extension of the common property, and the approval of such plan by him.

(4) The Registrar shall register a plan of the extension of the common property in terms of this section by making an endorsement on the title deed to show that the land in question has been incorporated in the sectional plan, shall make such further endorsements and entries in his records as may be necessary to give effect thereto, and shall furnish a copy of the sectional plan of the extension to the local authority and notify the Director of the registration of such plan of the extension, and thereupon the Director shall amend the original sectional plan and Deeds Registry copy of the sectional plan to reflect such extension.

(5) The Registrar shall not register a plan of an extension in terms of this section if the additional land to be incorporated as common property is subject to a mortgage bond.

(6) Upon the registration of a plan of an extension of the common property in terms of this section, such plan shall be deemed to be incorporated in the sectional plan registered in terms of section 13 (1) (a), and the land to which such sectional plan of the extension relates shall be deemed to be incorporated as common property in such registered sectional plan.

PART VII — *Exclusive use of Common Property and Servitudes*

29. (1) If any part of a common property is delineated on a sectional plan in terms of section 7 (3) (f), the developer shall, when making application for the opening of a sectional title register and the registration of the sectional plan, impose a condition in terms of section 12 (2) in the schedule referred to in section 12 (3) (b), by which the right to the exclusive use of the part of the common property delineated for this purpose on the sectional plan, is conferred upon the owner or owners of one or more of the sections, and the Registrar shall not accept for registration a sectional plan on which a part of the common property is so delineated, unless the developer imposes any such condition conferring any such right for a specific purpose on the owner or owners of a section or sections.

(2) A developer shall cede the right to the exclusive use of part of the common property to the owner to whom such rights are allocated, by the registration of a unilateral notarial deed in his favour, except that when the developer has transferred the last section in a scheme, he shall cede to the association the right to any exclusive use area still registered in his name free of charge and without any compensation.

Rights of
exclusive
use of parts
of common
property

(3) Notwithstanding subsection (1), if no reservation was made by a developer in terms of the said subsection (1) and the association has not yet been formed, the Registrar may issue a certificate of real right in respect of a right of exclusive use as referred to in section 13 (1) (f) on application by the developer accompanied by the sectional mortgage bond and the written consent of any bondholder.

(4) Upon compliance with subsection (3), this Act shall apply with the necessary changes to such real right as if it had originally formed part of the application for the opening of the sectional title register and such certificate of real right shall be issued subject to any sectional mortgage bond against the land.

(5) An association, duly authorized thereto by a unanimous resolution of its members, may, subject to the provisions of section 7 (1), request an architect or land surveyor to apply to the Director for the delineation on a sectional plan in the manner prescribed of a part of the common property in terms of section 7 (3) (f) for the exclusive use by the owner of the section; so however that no delineation shall be made on the sectional plan in terms of this subsection if such delineation will encroach upon a prior delineation on the sectional plan of a part of the common property for the exclusive use by one or more of the owners.

(6) The association, duly authorized thereto by a unanimous resolution of its members, shall transfer the right to the exclusive use of a part or parts of the common property delineated on the sectional plan in terms of subsection (5) to the owner on whom such right has been conferred by the association, by the registration of a notarial deed entered into by the parties and in which the association shall represent the owners of all the sections as transferor.

(7) An owner of a section in whose favour the right to the exclusive use of a part of the common property delineated on the sectional plan is registered, may transfer his interest in such right to the owner of another section in the scheme by the registration by the Registrar of a notarial deed of cession entered into by the parties.

(8) A right to the exclusive use of a part of the common property delineated on the sectional plan registered in favour of an owner of a section may with the written consent of the mortgagee of the section be cancelled by the registration by the Registrar of a notarial deed of cancellation entered into by the owner of the section entitled to such right and the association, duly authorized by a special resolution of its members, on behalf of all the owners of sections in the scheme.

(9) A right to the exclusive use of a part of common property registered in favour of an owner of a section, shall for all purposes be deemed to be a right to urban immovable property which can be mortgaged and burdened with a real right.

30. A developer or an association may make rules which confer rights of exclusive use and enjoyment of parts of the common property upon members of the association:

Rules
regarding
exclusive use
areas

Provided that such rules shall —

- (a) not create rights referred to in section 29(9);
- (b) include a layout plan to scale on which is clearly indicated —
 - (i) the locality of the distinctively numbered exclusive use and enjoyment parts; and
 - (ii) the purposes for which such parts may be used;
- (c) include a schedule indicating to which unit each such part is allocated.

31. (1) There shall be implied —

Implied
servitudes

(a) in favour of each section —

- (i) a servitude for the subjacent and lateral support of the section by the common property and by any other section capable of affording such support,
- (ii) a servitude for the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air and other services, including telephone, radio and television services, through or by means of any pipes, wires, cables or ducts existing on or under the land or in the building, to the extent to which such pipes, wires, cables or ducts are capable of being used in connection with the utilization of the section; and

(b) against each section —

- (i) a servitude for the subjacent and lateral support of the common property and of any other section capable of enjoying such support,
- (ii) the servitudes referred to in paragraph (a) (ii) through or by means of any pipes, wires, cables or ducts existing within such section, in favour of the common property and in favour of any other section capable of enjoying such servitudes.

(2) The servitudes referred to in subsection (1) —

- (a) shall be deemed to be incorporated in the title deeds of the owners affected thereby; and
- (b) shall confer on the owners of sections the right, to be exercised by the association, to have access to each section and the exclusive use areas from time to time during reasonable hours to the extent necessary to maintain, repair or renew any part of the building or any pipes, wires, cables or ducts therein, or for making emergency repairs therein necessary to prevent damage to the common property or any other section.

Creation of
servitudes

32. (1) The owners may by special resolution direct the association —
- (a) to execute on their behalf a servitude or restrictive agreement burdening the land shown on the relevant sectional plan;
 - (b) to accept on their behalf a servitude or restrictive agreement benefiting the said land.

(2) Every such servitude or agreement shall be incorporated in a notarial deed and shall be registered by the Registrar by noting such deed on the schedule of servitudes and conditions referred to in section 12 (3) (b) and on the title deeds of any party to such servitude or restrictive agreement whose title deeds are registered in the land register.

(3) If the land to be burdened by a servitude or restrictive agreement is hypothecated, the written consent of every mortgagee to the registration of such servitude or restrictive agreement shall be lodged with the Registrar.

Ancillary
servitudinal
rights

33. All ancillary rights and obligations reasonably necessary to make servitudes effective, shall apply in respect of servitudes implied or created under this Act.

Non-
application
of Deeds
Registry Act
to implied
servitudes

34. The provisions of the Deeds Registry Act shall not apply with reference to servitudes or restrictions as to user implied under this Act, and accordingly such servitudes and restrictions shall take effect and be enforceable immediately upon the formation of the association.

PART VIII — *Participation Quotas and Developers*

Participation
quotas

35. (1) Subject to the provisions of section 51, in the case of a scheme for residential purposes only, the participation quota of a section shall be a percentage expressed to four decimal places, and arrived at by dividing the floor area, correct to the nearest square metre, of the section by the floor area, correct to the nearest square metre, of all the sections in the building comprised in the scheme.

(2) Subject to the provisions of section 51, in the case of a scheme other than a scheme referred to in subsection (1), the participation quota of a section shall be a percentage expressed to four decimal places, as determined by the developer:

Provided that —

- (a) where a scheme is partly residential, the total of the quotas allocated by the developer to the residential sections shall be divided among them in proportion to a calculation of their quotas made in terms of subsection (1);
- (b) where a developer transfers a unit in such a scheme before the sectional title register is opened, the total of the quotas allocated to the respective sections and the participation quota of that unit must be disclosed in the deed of transfer; and
- (c) where such disclosure is not made, the deed of sale shall be voidable at the option of the purchaser and the provisions of section 27 (17) shall apply in respect of any such sale.

(3) Subject to the provisions of subsection (4), the quota of a section shall determine —

- (a) the value of the vote of the owner of the section, in any case where the vote is to be reckoned in value;
- (b) the undivided share in the common property of the owner of the section ; and
- (c) subject to the provisions of section 40 (1) (b), the proportion in which the owner of the section shall make contributions for the purposes of section 40 (1) (a), or may in terms of section 50 (1) be held liable for the payment of a judgment debt of the association of which he is a member.

(4) Subject to the provisions of section 40 (1) (b), the developer may, when submitting an application for the opening of a sectional title register, or the members of the association may by special resolution, make rules under section 38 by which a different value is attached to the vote of the owner of any section, or the liability of the owner of any section to make contributions for the purposes of section 40 (1) (a) or 50 (1) as modified:

Provided that where an owner is adversely affected by such a decision of the association, his written consent must be obtained:

Provided further that no such change may be made by a special resolution of the association until such time as there are owners, other than the developer, of at least 30 per cent of the units in the scheme:

Provided further that, in the case where the developer transfers a unit before submitting an application for the opening of a sectional title register, no exercise of power to make a change conferred on the developer by this subsection shall be valid unless the intended change is disclosed in the deed of sale in question.

(5) The specification in the schedule to a sectional plan of the quota of each section and of the total of the quotas of all the sections in the building comprised in a scheme, shall for all purposes be deemed to be correct in the absence of proof to the contrary.

36. Nothing in this Act or any other enactment shall be construed as preventing a developer from selling certain sections in a building and letting other sections therein or from letting all sections therein.

37. (1) The developer shall be the owner of any section in respect of which the ownership is not held by any other person, and the quota of such section or, if there is more than one such section, the total of the quotas of such sections, shall determine the share of the developer in the common property.

(2) When the ownership in every section is held by any person other than the developer, the developer shall, subject to the provisions of section 27 (1), cease to have a share or interest in the common property.

Sale or
letting of
sections

Shares of
developers in
buildings and
land

(3) When a developer has in one transaction sold the whole of his interest in the land and the building comprised in a scheme, or a share in the whole of such interest, to any other person, the Registrar shall register the transaction by means of a deed of transfer in the case of units and by means of a bilateral notarial deed of cession in the case of rights reserved under sections 27 and 29.

(4) The Registrar shall not register the transfer of a transaction referred to in subsection (3) unless —

(a) there is produced to the Registrar a clearance certificate of the local authority that —

(i) all rates and moneys due to that local authority in respect of the land concerned have been paid up to and including the day of transfer, or

(ii) in those cases where an enactment provides for the separate levying of rates in respect of a unit, all such rates due to the local authority in respect of the unit concerned have been paid up to and including the day of transfer; and

(b) there is produced to the Registrar a certificate by a conveyancer confirming that, an association has been formed in terms of section 39 (1), that the association has certified that all moneys due to the association by the transferor in respect of the units concerned have been paid or provision for the payment thereof has been made to the satisfaction of the association.

PART IX — *Rules and Formation of Associations*

Rules

38. (1) Subject to the provisions of this section, a scheme shall be governed by means of rules on the formation of an association for the scheme in accordance with the provisions of section 39.

(2) Rules shall be made providing for the control, management, administration, use and enjoyment of the section and the common property.

(3) Rules made under this section shall consist of management rules and conduct rules.

(4) The form of the rules shall be as may be prescribed or as near to that form as circumstances of the scheme admit.

(5) A developer may amend or substitute new rules when he submits an application for the opening of a sectional title register.

(6) The association of a scheme may —

(a) by unanimous resolution amend or substitute new management rules;

(b) by special resolution amend or substitute new conduct rules.

(7) Any amendment or substitution effected by a developer or an association —

- (a) shall not be inconsistent or conflicting with the rules; and
- (b) shall be reasonable and apply equally to all the owners of the units in the scheme.

(8) The association shall notify the Registrar in the prescribed form of any amendment made to the rules.

(9) The Registrar shall not be involved in the enforcement or application of the rules referred to in subsection (2) and is not required to examine or note any amendment thereof against any certificate or other document.

(10) An amendment referred to in subsection (8) shall come into operation on the date of filing of the notification referred to in that subsection.

39. (1) There shall be deemed to be formed an association which shall be a body corporate whenever any person other than the developer becomes an owner in a scheme.

Formation of
association as
bodies
corporate

(2) The association shall be called by the name of the scheme referred to in section 7 (3) (b) and shall have as its number, the number allotted to it under section 13 (1) (a).

(3) The association shall, subject to the provisions of this Act, be responsible for the enforcement of the rules referred to in section 38, and for the control, administration and management of the common property for the benefit of all owners.

(4) The provisions of the Companies Act, shall not apply in relation to an association.

Cap. 42:01

(5) The association shall have perpetual succession and shall be capable of suing and of being sued in its corporate name in respect of —

- (a) any contract made by it;
- (b) any damage to the common property;
- (c) any matter in connection with the land or building for which the association is liable or for which the owners are jointly liable;
- (d) any matter arising out of the exercise of any of its powers or the performance or non-performance of any of its duties under this Act or any rule; and
- (e) any claim against the developer in respect of the scheme if so determined by special resolution.

(6) A developer shall convene a meeting of the members of the association not later than 60 days after the formation of the association, the agenda of the meeting to be as prescribed in the management rules, at which meeting he shall furnish the members with —

- (a) a copy of the sectional plan;
- (b) a certificate from the local authority to the effect that all rates due by the developer up to the date of the formation of the association have been paid; and

(c) proof of revenue and expenditure concerning the management of the scheme from the date of the first occupation of any unit until the date of the formation of the association.

(7) The developer shall refund to the association any residue, if any, by proof referred to in subsection (6) (c).

(8) A developer who fails to comply with any provisions of subsections (6) and (7), shall be guilty of an offence and liable on conviction to a fine not exceeding P1 000.

(9) The developer shall cease to be a member of the association when he ceases to have a share in the common property referred to in section 37 (2), and any other member of the association shall cease to be a member thereof when he ceases to be the owner of a unit in the scheme in question.

Functions of
associations

40. (1) An association for a scheme shall perform the functions conferred on it by this Act and the rules made thereunder, and shall in addition carry out the following functions —

- (a) establish a fund which shall be used for -
 - (i) defraying administrative expenses,
 - (ii) repairs, upkeep, the control, management and administration of the common property,
 - (iii) payment of rates and taxes,
 - (iv) payment for the supply of amenities and services,
 - (v) payment of insurance premiums, and
 - (vi) the discharge of any duty or obligation of the association;
- (b) require the owners of units in the scheme to contribute to the fund referred to in paragraph (a) in order to satisfy any claim against the association;
- (c) to determine the amount to be raised periodically for the fund;
- (d) to raise the amounts so determined by levying contributions on the owners in proportion to the quotas of their respective sections;
- (e) to open and operate an account or accounts with a banking institution or a building society;
- (f) to insure the building and keep it insured to the replacement value thereof against fire and such other risks as may be prescribed;
- (g) to insure against such other risks as the owners may by special resolution determine;
- (h) subject to the provisions of section 51 and to the rights of the holder of any sectional mortgage bond, forthwith to apply any insurance money received by it in respect of damage to the building, in rebuilding and reinstating the building in so far as this may be effected;
- (i) to pay the premiums on any policy of insurance effected by it;
- (j) properly to maintain the common property (including elevators) and to keep it in a state of good and serviceable repair;

- (k) to comply with any notice or order by any competent authority requiring any repairs to or work in respect of the relevant land or building;
 - (l) to comply with any reasonable request for the names and addresses of the persons who are the trustees of the association in terms of the rules referred to in section 38, or who are members of the association;
 - (m) to notify the Registrar and the local authority concerned of its *domicilium citandi et executandi*, which shall be its address for service of any process;
 - (n) to ensure compliance with any enactment relating to the common property or to any improvement of land comprised in the common property;
 - (o) to keep in a state of good and serviceable repair and properly maintain the plant, machinery, fixtures and fittings used in connection with the common property and sections;
 - (p) subject to the rights of the local authority concerned, to maintain and repair (including renewal where reasonably necessary) pipes, wires, cables and ducts existing on the land and capable of being used in connection with the enjoyment of more than one section or of the common property or in favour of one section over the common property;
 - (q) on the written request of any owner or registered mortgagee of a section, to produce to such owner or mortgagee, or any person authorized in writing by such owner or mortgagee, the policy or policies of insurance effected by the association and the receipt for the last premium in respect thereof; and
 - (r) in general, to control, manage and administer the common property for the benefit of all owners.
- (2) Any contributions levied under any provision of subsection (1), shall be due and payable on the passing of a resolution to that effect by the trustees of the association, and may be recovered by the association by action in a court from the persons who were owners of units at the time when such contributions became due.
- (3) The association shall, on the application of an owner or mortgagee of a unit, or any person authorized by such owner or mortgagee, certify in writing —
- (a) the amount determined as the contribution of that owner;
 - (b) the manner in which such contribution is payable;
 - (c) the extent to which such contribution has been paid by the owner; and
 - (d) the amount of any rates and taxes paid by the association in terms of section 54 and not recovered by it.

Powers of
associations

(4) The association shall, for the purposes of effecting any insurance under subsection (1) (f), be deemed to have an insurable interest for the replacement value of the building and shall, for the purposes of effecting any other insurance under that subsection, be deemed to have an insurable interest in the subject-matter of such insurance.

41. The association may exercise the powers conferred upon it by or under this Act or the rules made thereunder, and such powers shall include the power —

- (a) to appoint such agents and employees as it may deem fit;
- (b) when essential for the proper fulfilment of its duties, to purchase or otherwise acquire, take transfer of, mortgage, sell, give transfer of, or hire or let units;
- (c) to purchase, hire or otherwise acquire movable property for the use of owners for their enjoyment or protection, or in connection with the enjoyment or protection of the common property;
- (d) where practicable, to establish and maintain on the common property suitable lawns and gardens and recreation facilities;
- (e) to borrow moneys required by it in the performance of its functions or the exercise of its powers;
- (f) to secure the repayment of moneys borrowed by it and the payment of interest thereon, by negotiable instrument or the hypothecation of unpaid contributions (whether levied or not), or by mortgaging any property vested in it;
- (g) to invest any moneys of the fund referred to in section 40 (1) (a);
- (h) to enter into an agreement with the local authority or any other person or body for the supply to the building and the land of electric current, gas, water, fuel and sanitary and other services;
- (i) to enter into an agreement with any owner or occupier of a section for the provision of amenities or services by the association to such section or to the owner or occupier thereof; including the right to let a portion of the common property to any such owner or occupier by means of a lease other than a lease referred to in section 20 (1); and
- (j) to do all things reasonably necessary for the enforcement of the rules and for the control, management and administration of the common property.

Functions and
powers of
associations to
be performed
or exercised
by trustees

42. (1) The functions and powers of an association shall, subject to the provisions of this Act, the rules made thereunder and any restriction imposed or direction given at a general meeting of the owners of sections, be performed and exercised by the trustees of the association holding office in terms of the rules.

(2) For the purposes of an agreement in respect of the beacons and boundaries of the common property required in terms of the Land Survey Act, the trustees shall be deemed to be the owner of the land.

43. (1) Each trustee of an association shall stand in a fiduciary relationship to the association.

(2) Without prejudice to the generality of the expression "fiduciary relationship", the provisions of subsection (1) shall imply that a trustee -

(a) shall in relation to the association act honestly and in good faith, and in particular -

(i) shall exercise such powers as he may have to manage or represent the association in the interest and for the benefit of the association, and

(ii) shall not act without or exceed the powers conferred on him; and

(b) shall avoid any material conflict between his own interests and those of the association, and in particular -

(i) shall not derive any personal economic benefit to which he is not entitled by reason of his office as trustee of the association, from the association or from any other person in circumstances in which that benefit is obtained in conflict with the interest of the association;

(ii) shall notify every other trustee, at the earliest opportunity practicable in the circumstances, of the nature and extent of any direct or indirect material interest which he may have in any contract of the association.

(3) A trustee of an association whose *mala fide* or grossly negligent act or omission has breached any duty arising from his fiduciary relationship, shall be liable to the association for -

(a) any loss suffered as a result thereof by the association; or

(b) any economic benefit derived by the trustee by reason thereof.

(4) Where a trustee fails to comply with the provisions of subsection (2) (b) (ii) and it becomes known to the association that the trustee has an interest referred to in that subsection in any contract of the association, the contract in question shall, at the option of the association, be voidable; so however that where the association chooses not to be bound, a court may on application by any interested person, if the court is of the opinion that in the circumstances it is fair to order that such contract shall nevertheless be binding on the parties, give an order to that effect, and may make any further order in respect thereof which it may deem fit.

(5) Except as regards his duty referred to in subsection (2) (a) (i), any particular conduct of a trustee shall not constitute a breach of a duty arising from his fiduciary relationship to the association, if such conduct was preceded or followed by the written approval of all the members of the association where such members were cognizant of all the material facts.

Proceedings
on behalf of
associations

44. (1) When an owner is of the opinion that he and the association have suffered damages or loss or have been deprived of any benefit in respect of a matter mentioned in section 39(5), and the association has not instituted proceedings for the recovery of such damages, loss or benefit, or where the association does not take steps against an owner who does not comply with the rules, the owner may initiate proceedings on behalf of the association in the manner prescribed in this section.

(2) Any owner referred to in subsection (1) shall serve a written notice on the association calling on the association to institute such proceedings within one month from the date of service of the notice, and stating that if the association fails to do so, an application to the court under subsection (3) will be made.

(3) If the association fails to institute such proceedings within the period of one month specified in subsection (2), the owner may make an application to the court for an order appointing a *curator ad litem* for the association for the purposes of instituting and conducting proceedings on behalf of the association.

(4) The court may, if after considering the application, it is satisfied —

- (a) that the association has not instituted such proceedings;
- (b) that there are *prima facie* grounds for such proceedings; and
- (c) that an investigation into such grounds and into the desirability of the institution of such proceedings is justified,

appoint a provisional *curator ad litem* and direct him to conduct such investigation and to report to the court on the return day of the provisional order.

(5) The court may on the return day discharge the provisional order referred to in subsection (4), or confirm the appointment of the *curator ad litem* for the association, and issue such directions as it may deem necessary as to the institution of proceedings in the name of the association and the conduct of such proceedings on behalf of the association by the *curator ad litem*.

Powers of
curators ad
litem

45. (1) A provisional *curator ad litem* appointed by the court under section 44 (4) and a *curator ad litem* whose appointment is confirmed by the court under section 44 (5) shall, in addition to the powers expressly granted by the court in connection with the investigation, proceedings and enforcement of a judgment, have such powers as may be prescribed by regulations.

(2) If the disclosure of any information about the affairs of an association to a provisional *curator ad litem* or a *curator ad litem* would in the opinion of the association be harmful to the interests of the association, the court may on an application for relief by that association, and if it is satisfied that the information is not relevant to the investigation, grant such relief.

46. The court may, if it appears that there is reason to believe that an applicant in respect of an application under section 44 (2) and (3) will be unable to pay the costs of the respondent association if successful in its opposition, require sufficient security to be given for those costs and the costs of the provisional *curator ad litem* before a provisional order is made.

Security for costs by applicants for appointment of curators ad litem

PART X — Owners, Administrators and Buildings

47. (1) An owner shall —

Duties of owners

- (a) permit any person authorized in writing by the association, at all reasonable hours on notice (except in case of emergency, when no notice shall be required), to enter his section or exclusive use area for the purposes of inspecting it and maintaining, repairing or renewing pipes, wires, cables and ducts existing in the section and capable of being used in connection with the enjoyment of any other section or common property, or for the purposes of ensuring that the provisions of this Act and the rules made thereunder are being observed;
- (b) forthwith carry out all work that may be ordered by any competent public or local authority in respect of his section, other than such work as may be for the benefit of the building generally, and pay all charges, expenses and assessments that may be payable in respect of his section;
- (c) repair and maintain his section in a state of good repair and, in respect of an exclusive use area, keep it in a clean and neat condition;
- (d) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other owners or other persons lawfully on the premises;
- (e) not use his section or exclusive use area, or permit it to be used, in such a manner or for such purpose as shall cause a nuisance to any occupier of a section;
- (f) notify the association forthwith of any change of ownership in his section and of any mortgage or other dealing in connection with his section; and
- (g) when the purpose for which a section is intended to be used is shown expressly or by implication on or by a registered sectional plan, not use nor permit such section to be used for any other purpose:

Provided that with the written consent of all owners such section may be used for another purpose.

(2) Any owner who is of the opinion that any refusal of consent of another owner in terms of the proviso to subsection (1) (g) is unfairly prejudicial, unjust or inequitable to him, may within six weeks after the date of such a refusal make an application to the court.

(3) If on considering any application made under subsection (2), it appears to the court that the refusal in question is unfairly prejudicial, unjust or inequitable to the applicant, and if the court considers it just and equitable, the court may with a view to bringing the dispute to an end make such order as it deems fit, including an order that it shall be deemed that the requirement stated in the proviso to subsection (1) (g) is met, an order that the provisions of section 15 which the court deems appropriate, shall be applied with reference to the amendment of the registered sectional plan in question, any other supplementary order as the court deems fit, and an order concerning costs as it deems appropriate.

Insurance by
owners

48. (1) Notwithstanding the existence of a valid policy of insurance effected by an association in accordance with the provisions of section 40 (1) (f), an owner may effect a policy of insurance against any damage to his section arising from risks covered by the policy effected by the association.

(2) Where any damage is done to a section insured in accordance with the provisions of subsection (1), the insurer —

(a) shall not be liable in terms of the policy of insurance effected by the owner, if the damage is made good by the association in accordance with the provisions of section 40 (1) (h);

(b) shall be liable in terms of the insurance effected by the owner if the damage is not made good by the association.

(3) Where any damage done to a section is not covered by any policy of insurance effected by the association, the terms and conditions of the policy of insurance effected by the owner shall have effect.

(4) Nothing in this section contained shall limit the rights of an owner to insure against risks other than damage to his section.

Appointment
of
administrators

49. (1) An association, a local authority, judgment creditor of the association for an amount of not less than P500, or any owner or any person having a registered real right in or over a unit, may apply to the court for the appointment of an administrator on the grounds —

(a) that the affairs of the association are being conducted or the powers of the trustees of the association are being exercised in a manner detrimental to the association; and

(b) that the association is encountering financial difficulties due to maladministration of the association.

(2) The court may appoint an administrator for an indefinite or a fixed period on such terms and conditions as to remuneration as it deems fit.

(3) The remuneration and expenses of the administrator shall be administrative expenses within the meaning of section 40 (1) (a).

(4) The administrator shall, to the exclusion of the association, have the powers and duties of the association or such of those powers and duties as the court may direct.

(5) The court may, *mero motu*, or on the application of any person referred to in subsection (1) remove from office or replace the administrator or, on the application of the administrator, replace the administrator.

(6) The court may, with regard to any application under this section, make such order for the payment of costs as it deems fit.

50. (1) If a creditor of an association has obtained judgment against the association, and such judgment, despite the issue of a writ, remains unsatisfied, the judgment creditor may, without prejudice to any other remedy he may have, apply to the court which gave the judgment, for the joinder of the members of the association in their personal capacities as joint judgment debtors in respect of the judgment debt.

Recovery of
judgment
debts from
owners

(2) The judgment creditor may recover from the joint judgment debtors the amount of the judgment debt still outstanding from the members on a *pro rata* basis in proportion to their respective quotas or a determination made in terms of section 35 (4):

Provided that any member who is so required to make a payment to a judgment creditor after he has paid to the association any contribution which he was required to pay to that association in respect of the same debt, shall be entitled to obtain a refund from the association of the amount of the payment so made to the creditor.

(3) No debt or obligation arising from any agreement between the developer and any other person shall be enforceable against the association.

51. (1) The building comprised in a scheme shall, for the purposes of this Act, be deemed to be destroyed —

Destruction of
or damage to
buildings

(a) upon the physical destruction of the building;

(b) when the owners by unanimous resolution so determine and all holders of registered sectional mortgage bonds and the persons with registered real rights concerned, agree thereto in writing; or

(c) when the court is satisfied that, having regard to all the circumstances, it is just and equitable that the building shall be deemed to have been destroyed, and makes an order to that effect.

(2) In any case where an order is made under subsection (1) (c), the court may impose such conditions and give such directions as it deems fit for the purpose of adjusting the effect of the order between the association and the owners and mutually among the owners, the holders of registered sectional mortgage bonds and persons with registered real rights.

(3) Where the building is damaged or is destroyed within the meaning of subsection (1), the owners may by unanimous resolution, or the court may by order, authorize a scheme —

(a) for the rebuilding and reinstatement in whole or in part of the building;

(b) for the transfer of the interests of owners of sections which have been wholly or partially destroyed, to the other owners.

(4) In the exercise of their powers under subsection (3), the owners may pass such resolution or the court may make such order as may be deemed necessary or expedient to give effect to the scheme, in connection with inter alia —

- (a) the application of insurance moneys received by the association in respect of damage to or the destruction of the building;
- (b) the payment of money by or to the association or by or to the owners or by or to one or more of them;
- (c) an amendment of the sectional plan so as to include in the common property an addition thereto or subtraction therefrom;
- (d) the variation of the quota of any section; or
- (e) the imposition of conditions.

(5) An application may, for the purposes of this section, be made to the court by the association or by any owner or by any holder of a registered sectional mortgage bond or a registered lease or by any insurer who has effected insurance on the building or any section therein, or by the local authority.

(6) Any insurer who has effected insurance on the building or any part thereof (being insurance against destruction of sections or damage to the building) shall, on any application to the court under this section, have the right to intervene in the proceedings.

(7) The court may, on the application of an association or any member thereof or any holder of a registered real right concerned, or any judgment creditor, by order make provision for the winding-up of the affairs of the association; and may by order, declare the association dissolved as from a date specified in the order.

(8) The court may, with regard to any application under this section make such order for the payment of costs as it deems fit.

(9) Where two or more buildings are comprised in a scheme, and only one or part of one of the buildings is damaged or destroyed, the provisions of this section shall apply as if the buildings were one building and part of such building has been damaged or destroyed.

52. (1) When in terms of section 51 the building comprised in a scheme is deemed to be destroyed and the owners have by unanimous resolution resolved not to rebuild the building, the association shall lodge with the Registrar a notification in the prescribed form of such destruction and a copy of the relevant resolution of the owners as certified by two trustees of the association.

(2) Upon receipt of such notification the Registrar shall make an entry thereof in the relevant sectional title register.

(3) When an entry has been made in the relevant sectional title register —

- (a) the owners shall cease to be separate owners of sections but shall, subject to the provisions of section 51(2), remain co-owners of the land in undivided shares proportionate to the quotas of the respective sections previously owned by them;

- (b) any sectional mortgage bond, lease or other real right or condition then registered against or affecting a unit, shall be deemed to be converted into a mortgage bond, lease or other real right or condition registered against or affecting the undivided share in the land which formed part of such unit;
 - (c) the land shall revert to the land register; and
 - (d) the sectional title deeds of units which are thus deemed to be destroyed as well as the title deeds regarding any right to an exclusive use area and any right to the extension of a scheme referred to in section 27, together with any mortgage bond over the rights, shall be surrendered to the Registrar for cancellation.
- (4) Upon the reversion of the land to the land register, the Registrar shall —
- (a) cancel the title deeds referred to in subsection (3) (d);
 - (b) issue to each of the owners of a unit which is thus deemed to be destroyed a certificate of registered title in the form prescribed under the Deeds Registry Act for his undivided share in the land, subject or entitled to such servitudes, mortgage bonds, other real rights and conditions which are applicable to or in respect of such land;
 - (c) make suitable endorsements on any sectional mortgage bond, lease or other real right to reflect the conversion referred to in subsection (3) (b);
 - (d) re-register any sectional mortgage bond, lease or other real right referred to in subsection (3) (b) as a mortgage bond, lease or real right in terms of the Deeds Registry Act;
 - (e) make an endorsement on the schedule referred to in section 12 (3) (b) to reflect the reversion of the land; and
 - (f) notify the Director and the local authority of the reversion of the land.
- (5) Upon receipt of the notification that the whole of the land has reverted to the land register, the Director shall cancel the relevant sectional plan.

53. (1) Where the State or a local authority is the owner of a section in a building which is not encumbered by a mortgage, lease or real right, and such section has been destroyed to give effect to a project or scheme for the benefit of the public, the State or local authority, as the case may be, may, after advising the association of its intention to do so, notify the Registrar to this effect and apply for the cancellation of the relevant sectional title deed.

(2) An application in terms of subsection (1) shall be accompanied by the owner's copy of the relevant sectional title deed.

(3) On receipt of such application, the Registrar shall cancel the Deeds Registry's and owner's copy of the relevant sectional title deed and shall make the necessary consequential entries in his records and notify the Director and the local authority accordingly, and thereupon the

Unencumbered sections destroyed by State or local authority

undivided share in the common property that was held under that sectional title deed shall vest in the owners of the remaining sections in the building proportionately to their respective participation quotas.

(4) On receipt of a notification referred to in subsection (3) and an amended schedule referred to in section 7 (3) (g), prepared by an architect or land surveyor and to be furnished by the State or local authority, as the case may be, the Director shall amend the original plan and the Deeds Registry copy of the sectional plan to give effect to the cancellation of the sectional title deed referred to in the notification.

Valuation of
land and
buildings and
recovery of
rates by local
authorities

54. (1) When a local authority causes land and buildings comprised in a scheme to be valued for any lawful purposes, the land and buildings thereon shall, subject to the provisions of subsection (4), be valued as if they were owned by a single owner, and for the purposes of such valuation and all purposes incidental thereto (including an objection to a valuation), the land and buildings thereon shall be deemed to be owned by the association.

(2) A separate valuation shall be made of the land and the building.

(3) Subject to the provisions of subsection (4), and section 50, the local authority may recover any rates and taxes levied by it from the association.

(4) When by any enactment provision has been made for the separate rating of units, each relevant unit shall for the purposes of valuation and the levying and recovery of rates by a local authority be deemed to be a separate entity.

Appointment
of Sectional
Titles
Regulation
Board

55. (1) Regulations may be made providing for the appointment of a Sectional Titles Regulation Board to make recommendations to the Minister for the efficient implementation of the provisions of this Act.

(2) Regulations made under this section shall specify the number of persons to be appointed to the Board, their remuneration and the period of holding office.

Power to make
rules and
regulations

56. The Minister may by statutory instrument make —

(a) rules providing for any matter which under this Act is to be provided for by rules or which otherwise relates to the control, management, administration, use and enjoyment of the sections and the common property of a scheme; and

(b) regulations providing for any matter which under this Act is to be provided for by regulations or is to be prescribed or which may be necessary or expedient for giving effect to the provisions of this Act.

L2/4/921

REPUBLIC OF BOTSWANA



GOVERNMENT GAZETTE

Vol. XXXVI, No. 34

GABORONE

3rd July, 1998

CONTENTS

	<i>Page</i>
Acting Appointment —	
Administrative Secretary — G.N. No. 222 of 1998.....	1770
Permanent Secretary, Ministry of Works, Transport and Communications — G.N. No. 223 of 1998.....	1770
Permanent Secretary, Ministry of Commerce and Industry — G.N. No. 224 of 1998.....	1770
Appointments — Marriage Officers — G.N. No. 225 of 1998.....	1771
Appointment — Marriage Officer — G.N. No. 226 of 1998.....	1771
Application for Licence to Transact Banking Business — G.N. No. 227 of 1998.....	1771
Newly Registered Companies — G.N. No. 228 of 1998.....	1772—1777
Public Notices.....	1778—1838

The Botswana Government Gazette is printed by the Botswana Government Printer,
Private Bag 0081, GABORONE, Republic of Botswana.
Annual subscription rates are P150,00 post free surface mail and P244,00 airmail.
The price for this issue of the Gazette (including Supplement) is P3,50

Government Notice No. 222 of 1998

CONSTITUTION OF BOTSWANA

Acting Appointment — Administrative Secretary

IN EXERCISE of the powers conferred on His Excellency the President by Section 112 of the Constitution —

SAMUEL OTAADISA RATHEDI

has been appointed to act as Administrative Secretary from 2nd to 24th July, 1998.

DATED this 19th day of June, 1998.

E.W.M.J. LEGWAILA,
*Permanent Secretary to the President,
Office of the President.*

Government Notice No. 223 of 1998

CONSTITUTION OF BOTSWANA

**Acting Appointment — Permanent Secretary
Ministry of Works, Transport and Communications**

IN EXERCISE of the powers conferred on His Excellency the President by Section 112 of the Constitution —

MOATSHE J.M. MOATSHE

has been appointed to act as Permanent Secretary, Ministry of Works, Transport and Communications from 17th to 19th June, 1998.

DATED this 22nd day of June, 1998.

E.W.M.J. LEGWAILA,
*Permanent Secretary to the President,
Office of the President.*

Government Notice No. 224 of 1998

CONSTITUTION OF BOTSWANA

**Acting Appointment — Permanent Secretary
Ministry of Commerce and Industry**

IN EXERCISE of the powers conferred on His Excellency the President by Section 112 of the Constitution —

GILBERT LETSEMA MOTSEMME

has been appointed to act as Permanent Secretary, Ministry of Commerce and Industry from 15th to 24th June, 1998.

DATED this 18th day of June, 1998.

E.W.M.J. LEGWAILA,
*Permanent Secretary to the President,
Office of the President.*

Government Notice No. 225 of 1998

MARRIAGE ACT
(Cap. 29:01)

Appointments — Marriage Officers

NOTICE is hereby given that in accordance with section 7 of the Marriage Act, the Minister of Labour and Home Affairs has appointed the following persons to be marriage officers with effect from the dates specified in relation thereto-

<i>Name</i>	<i>Date of Appointment</i>
Boatametse Senabye	24th April 1998
Lameck Mpeetsile	24th April 1998

DATED this 10th day of June, 1998.

B. MOKGOTHU,
*Acting Minister of Labour and
Home Affairs*

L2/7/92 III

Government Notice No. 226 of 1998

MARRIAGE ACT
(Cap. 29:01)

Appointment — Marriage Officer

NOTICE is hereby given that in accordance with section 7 of the Marriage Act, the Minister of Labour and Home Affairs has appointed the following person to be a marriage officer with effect from the date specified in relation hereto-

<i>Name</i>	<i>Date of Appointment</i>
Phillimon Koagamang Nkelepong	13th May 1998

DATED this 10th day of June, 1998.

B. MOKGOTHU,
*Acting Minister of Labour and
Home Affairs*

L2/7/92 III

Government Notice No. 227 of 1998

BANKING ACT
(Act No. 13 of 1995)

Application for Licence to Transact Banking Business

NOTICE IS HEREBY given that in accordance with section 6 (1) (a) of the Banking Act, Investec Bank Limited, a South African Banking Group, has applied to the Central Bank for a licence to transact banking business in Botswana.

DATED this 5th day of June, 1998.

p p B. GAOLATHE,
Governor, Bank of Botswana.

L2/7/225 IV

Government Notice No. 228 of 1998

COMPANIES ACT
(CAP. 42:01)

Newly Registered Companies

IT IS HEREBY notified for general information that the Companies listed in the schedule were registered in the month of March, 1998.

SCHEDULE

COMPANIES NUMBER	NAME OF COMPANY
98/412	Avis Southern Africa Limited (External)
98/413	Point Electronics (Proprietary) Limited
98/414	Pak - Delite (Proprietary) Limited
98/415	Ken Fashion World (Proprietary) Limited
98/416	Tawakal Investments (Proprietary) Limited
98/417	K. Beat (Proprietary) Limited
98/418	Ebot Investments (Proprietary) Limited
98/419	Akomep (Proprietary) Limited
98/420	Okava Theatre Production (Proprietary) Limited
98/421	Ultimatim Investments (Proprietary) Limited
98/422	Prince & Prince Enterprises (Proprietary) Limited
98/423	Earthing, Lightning & Safety Services (Proprietary) Limited
98/424	Mineral Resources Corporation (Proprietary) Limited
98/425	Reihe (Proprietary) Limited
98/426	Lefatshe Boswa Holding (Proprietary) Limited
98/427	Z P I (Botswana) (Proprietary) Limited
98/428	The Clicks Organisation (Botswana) (Proprietary) Limited
98/429	Triumph Investments (Proprietary) Limited
98/430	The Bindery (Proprietary) Limited
98/431	Twin Zebras (Proprietary) Limited
98/432	Envirotech Consultancy (Proprietary) Limited
98/433	Mowana Educational Services, Consultancy And Tutorial (Proprietary) Limited
98/434	Johmar Holdings (Proprietary) Limited
98/435	Southern African Carpets (Proprietary) Limited
98/436	J R S Computers (Proprietary) Limited
98/437	Hair Queens Hairdressers And Boutique (Proprietary) Limited
98/438	Itumela (Proprietary) Limited
98/439	Choppies Financial Services (Proprietary) Limited
98/440	Map Investments (Proprietary) Limited
98/441	Inframetrics Botswana (Proprietary) Limited
98/442	Micro Provident Botswana (Proprietary) Limited
98/443	Protouch Motors (Proprietary) Limited
98/444	Lutendo Engineering Supplies (Proprietary) Limited
98/445	Quantum Vet - Pharma (Proprietary) Limited
98/446	General Auto Sound (Proprietary) Limited
98/447	K and Y Investments (Proprietary) Limited
98/448	Joechem Industries (Proprietary) Limited
98/449	Paper Works Botswana (Proprietary) Limited
98/450	Carnation (Proprietary) Limited
98/451	Cachalot (Proprietary) Limited
98/452	Chaffinch (Proprietary) Limited
98/453	Transformer & Electronics Manufacturing (Proprietary) Limited
98/454	Double 'N' Investments (Proprietary) Limited
98/455	Netstar Enterprises (Proprietary) Limited
98/456	Kedimo (Proprietary) Limited
98/457	Conn EIT Holdings (Proprietary) Limited
98/458	Shelter Advertising (Proprietary) Limited

98/459	D & E Feedlot (Proprietary) Limited
98/460	Labman Botswana (Proprietary) Limited
98/461	Indswah Investments (Proprietary) Limited
98/462	Mat - Mach Enterprises (Proprietary) Limited
98/463	Praise Primary School (Proprietary) Limited
98/464	Jing Ying (Proprietary) Limited
98/465	Virtuous Woman Enterprise (Proprietary) Limited
98/466	Ulti Construction (Proprietary) Limited
98/467	Eco Africa Botswana (Proprietary) Limited
98/468	Dato Enterprises (Proprietary) Limited
98/469	Cosmetic and Chemical (C&C) Enterprises (Proprietary) Limited
98/470	Mutamba Metal and Furniture Fabrication (Proprietary) Limited
98/471	Equilibrium (Proprietary) Limited
98/472	Wilco Truck Centre (Proprietary) Limited
98/473	Carburettor Tune-Up and Services (Proprietary) Limited
98/474	Pathan Investments (Proprietary) Limited
98/475	Masunga Construction (Proprietary) Limited
98/476	N.K. Professional Services (Proprietary) Limited
98/477	Hijatal Investments (Proprietary) Limited
98/478	A M Solution (Proprietary) Limited
98/479	Mike Transport Agents (Proprietary) Limited
98/480	Chobe Protective Clothing Manufacturing (Proprietary) Limited
98/481	Big Five Adventures (Proprietary) Limited
98/482	Africa Life Construction Botswana (Proprietary) Limited
98/483	Tumelo Game Lodge (Proprietary) Limited
98/484	Keorapetse Holdings (Proprietary) Limited
98/485	Earthbond Agencies (Proprietary) Limited
98/486	Ultimate Adventures (Proprietary) Limited
98/487	Mukwa Holdings (Proprietary) Limited
98/488	North-Western Safaris Botswana (Proprietary) Limited
98/489	Mastercraft Investments (Proprietary) Limited
98/490	Twilight Adventures (Proprietary) Limited
98/491	African Expressions (Proprietary) Limited
98/492	Sheerwater Investments (Proprietary) Limited
98/493	African Outpost (Proprietary) Limited
98/494	Dikgato Ventures (Proprietary) Limited
98/495	Crown Developers (Proprietary) Limited
98/496	Cliff - Line Connection (Proprietary) Limited
98/497	Aazad Electrical Construction (Proprietary) Limited
98/498	Towers Air Con (Proprietary) Limited
98/499	Jaras (Proprietary) Limited
98/500	Still Moving Pictures (Proprietary) Limited
98/501	Charleston (Proprietary) Limited
98/502	Chervil (Proprietary) Limited
98/503	Chinchila (Proprietary) Limited
98/504	Motheo Investments (Proprietary) Limited
98/505	Brudick (Proprietary) Limited
98/506	Toddlers Nursery School (Proprietary) Limited
98/507	Cobra Automobile Engineering (Proprietary) Limited
98/508	Sat Investments (Proprietary) Limited
98/509	M.F. United Motors (Proprietary) Limited
98/510	Super Brake (Proprietary) Limited
98/511	Sew - Well Creations (Proprietary) Limited
98/512	Vivic (Proprietary) Limited
98/513	Macaulay Investments (Proprietary) Limited
98/514	Saviourgate Investments (Proprietary) Limited
98/515	Chancery Investments (Proprietary) Limited
98/516	P & D Debt Collectors (Proprietary) Limited
98/517	Q.P. Management Services (Proprietary) Limited
98/518	Joseph's Building Construction (Proprietary) Limited
98/519	B2 Plant Hire (Proprietary) Limited

98/520	K. S. Guest Houses (Proprietary) Limited
98/521	G S M Cellular Operations (Proprietary) Limited
98/522	Airtime (Proprietary) Limited
98/523	Khazana Holdings (Proprietary) Limited
98/524	Eskdale (Proprietary) Limited
98/525	Cellular World (Proprietary) Limited
98/526	O.U.M. Investment (Proprietary) Limited
98/527	City Maintenance and Construction Company (Proprietary) Limited
98/528	Top Shade Thatchers (Proprietary) Limited
98/529	Assessment and Development Services (Proprietary) Limited
98/530	Hui Yuan Group (Proprietary) Limited
98/531	Gaborone Radio & TV College (Proprietary) Limited
98/532	Reem Building & Civil Works (Proprietary) Limited
98/533	The Photo Factory (Proprietary) Limited
98/534	Kgoro's Trucks Services (Proprietary) Limited
98/535	Don Engineering and Agro Services (Proprietary) Limited
98/536	Vee Tee Desgners (Proprietary) Limited
98/537	Kingos Building Construction (Proprietary) Limited
98/538	KFM Enterprises (Proprietary) Limited
98/539	Profix (Proprietary) Limited
98/540	Resources Bureau Botswana (Proprietary) Limited
98/541	MT and RF Construction Company (Proprietary) Limited
98/542	John B. Belgrove Properties (Botswana) (Proprietary) Limited
98/543	Maxie Taxi (Proprietary) Limited
98/544	Hussain Textiles (Proprietary) Limited
98/545	ATM Investments (Proprietary) Limited
98/546	G2M Building Construction (Proprietary) Limited
98/547	Glen Athol Investments (Proprietary) Limited
98/548	Said Trading (Proprietary) Limited
98/549	D' Anu Business Consultancy Services (Proprietary) Limited
98/550	Buffalo Engineering (Proprietary) Limited
98/551	Afritrack (Proprietary) Limited
98/552	Lizwelihle Investments (Proprietary) Limited
98/553	Hlekweni Landscaping and Maintenance (Proprietary) Limited
98/554	Diets Construction Company (Proprietary) Limited
98/555	Queens Services (Proprietary) Limited
98/556	Sigma Holdings (Proprietary) Limited
98/557	Noka Ya Botshelo
98/558	Ghanzi Fresh Produce (Proprietary) Limited
98/559	Springbok Tours and Lodge (Proprietary) Limited
98/560	L.B.S. Group (Proprietary) Limited
98/561	Capricorn Development Associates (Proprietary) Limited
98/562	E & E Consultants (Proprietary) Limited
98/563	Rui Ming (Proprietary) Limited
98/564	St. Paul's Engineering (Proprietary) Limited
98/565	Ad - Vantage (Proprietary) Limited
98/566	O & G Enterprises (Proprietary) Limited
98/567	Intergrated Motors (Proprietary) Limited
98/568	Z and S Investments (Proprietary) Limited
98/569	Perfect Construction (Proprietary) Limited
98/570	Nature Care Marketing (Proprietary) Limited
98/571	21st Century Enterprises (Proprietary) Limited
98/572	Training & Education Consultancy (Proprietary) Limited
98/573	Wilbro Civils (Proprietary) Limited
98/574	Boitse Production (Proprietary) Limited
98/575	K G Estate (Proprietary) Limited
98/576	Stratfin International (Proprietary) Limited
98/577	Eagle Properties Botswana (Proprietary) Limited
98/578	Gaborone West Security Services (Proprietary) Limited
98/579	Norville Builders' Mart (Proprietary) Limited
98/580	Taurus Enterprises (Proprietary) Limited

98/581	Natraj Investments (Proprietary) Limited
98/582	Wimpole Investments (Proprietary) Limited
98/583	Copacabana Investments (Proprietary) Limited
98/584	Tyne Investments (Proprietary) Limited
98/585	Fort Lauderdale Investments (Proprietary) Limited
98/586	Moncrief Investments (Proprietary) Limited
98/587	Priority Investments (Proprietary) Limited
98/588	Ipanema Investments (Proprietary) Limited
98/589	McKenna Investments (Proprietary) Limited
98/590	Armitage Investments (Proprietary) Limited
98/591	Cell World (Proprietary) Limited
98/592	Botsani (Proprietary) Limited
98/593	Waterpur Africa (Proprietary) Limited
98/594	Commercial Motors (Proprietary) Limited
98/595	Four - KS (Proprietary) Limited
98/596	Quipserv (Proprietary) Limited
98/597	Drill Serve (Proprietary) Limited
98/598	Agfab Consultancy Services (Proprietary) Limited
98/599	Seba Art, Design & Construction (Proprietary) Limited
98/600	Dream Homes (Proprietary) Limited
98/601	Mols Media (Proprietary) Limited
98/602	N.M. & J Fashion Boutique (Proprietary) Limited
98/603	African Secrets (Proprietary) Limited
98/604	Blackbeard Safaris (Proprietary) Limited
98/605	S G Multi Service Producers (Proprietary) Limited
98/606	Ultimate Dental Supplies (Proprietary) Limited
98/607	Lethakeng Wholesalers (Proprietary) Limited
98/608	Magnetic Investments (Proprietary) Limited
98/609	Stone & Associates Bakery (Proprietary) Limited
98/610	Cox Auto Services (Proprietary) Limited
98/611	Rapid Solutions (Proprietary) Limited
98/612	J. S. Venter (Proprietary) Limited
98/613	F C Consultants (Proprietary) Limited
98/614	Samsay Building Contractors (Proprietary) Limited
98/615	S.M.G. Investment and Driving (Proprietary) Limited
98/616	Tshedimosetso Holdings (Proprietary) Limited
98/617	EMI (Proprietary) Limited
98/618	Efelom Poultry (Proprietary) Limited
98/619	Selgnib Construction (Proprietary) Limited
98/620	Zacharias (Proprietary) Limited
98/621	Ama Investments (Proprietary) Limited
98/622	Quantum Building Services (Proprietary) Limited
98/623	Bee Kay Gee (Proprietary) Limited
98/624	Nett Publishing Company (Proprietary) Limited
98/625	NUE Generation (Proprietary) Limited
98/626	Shalom Brothers Import and Export (Proprietary) Limited
98/627	Worldwide Logistics (Proprietary) Limited
98/628	Nal Investments (Proprietary) Limited
98/629	Khama Fashion World (Proprietary) Limited
98/630	Adept Enterprises (Proprietary) Limited
98/631	Property Wise (Proprietary) Limited
98/632	L. E. Ballim Consultancy (Proprietary) Limited
98/633	Kiyombe's Plumbing Mechanical and Electrical Services (Proprietary) Limited
98/634	D M R Scrap Metals (Proprietary) Limited
98/635	Arthur Albertson Consulting (Proprietary) Limited
98/636	Bomon Associates Botswana (Proprietary) Limited
98/637	Brandy's Construction (Proprietary) Limited
98/638	The Leak King Botswana (Proprietary) Limited
98/639	Bajo Building Construction and Civil Engineering (Proprietary) Limited
98/640	The Pacific Ocean (Proprietary) Limited
98/641	Oke Farm Parlour (Proprietary) Limited
98/642	O.G. Trading Link (Proprietary) Limited

98/643	Karamosho Creameries (Proprietary) Limited
98/644	Gale Dairies (Proprietary) Limited
98/645	Chodzachodza (Proprietary) Limited
98/646	Lone Cleaning Services (Proprietary) Limited
98/647	Sunbird Development (Botswana) (Proprietary) Limited
98/648	Lakeside Holdings (Proprietary) Limited
98/649	Jago Holdings (Proprietary) Limited
98/650	Kaja Investments (Proprietary) Limited
98/651	P & B Creations (Proprietary) Limited
98/652	Motandwa Removal & Transport Services (Proprietary) Limited
98/653	A.B.K. Electrical Services (Proprietary) Limited
98/654	Eduparma (Proprietary) Limited
98/655	Legadima Electrical Contractors Botswana (Proprietary) Limited
98/656	Prolemo Enterprises (Proprietary) Limited
98/657	Batho Molema (Proprietary) Limited
98/658	
98/659	El Sabaoth Consultancy (Proprietary) Limited
98/660	Saleem's Textile (Proprietary) Limited
98/661	Azeem and Sons Snooker Company (Proprietary) Limited
98/662	Mata Enterprises (Proprietary) Limited
98/663	Lilipat Club (Proprietary) Limited
98/664	Africa Mining & Industrial Supplies (Proprietary) Limited
98/665	Hostone (Proprietary) Limited
98/666	Power Metals (Proprietary) Limited
98/667	S.B. Agency (Proprietary) Limited
98/668	Homebase Holdings (Proprietary) Limited
98/669	S.M.W. Enterprises (Proprietary) Limited
98/670	Global Top Quality Exporters and Importers (Proprietary) Limited
98/671	Duro Industries (Proprietary) Limited
98/672	Lexus Holdings (Proprietary) Limited
98/673	W D and G Investments (Proprietary) Limited
98/674	Mophane Arts and Creations (Proprietary) Limited
98/675	The Property House (Proprietary) Limited
98/676	Adelaide Holdings (Proprietary) Limited
98/677	Sefico Relief Fund (Proprietary) Limited
98/678	R F T Botswana (Proprietary) Limited
98/679	MOA (Proprietary) Limited
98/680	Trolley Centre Botswana (Proprietary) Limited
98/681	Lubricants Supplies Botswana (Proprietary) Limited
98/682	Agri Needs (Proprietary) Limited
98/683	G7 (Proprietary) Limited
98/684	Daniel's Best Builders (Proprietary) Limited
98/685	Osen Enterprises (Proprietary) Limited
98/686	Hanzco (Proprietary) Limited
98/687	Barolong Timber & Hardware (Proprietary) Limited
98/688	C.H.F.B. (Proprietary) Limited
98/689	Thabani (Proprietary) Limited
98/690	Zazi - Nabo (Proprietary) Limited
98/691	SRI SAI Industries (Proprietary) Limited
98/692	Parkin Thatchers (Proprietary) Limited
98/693	F.B. Brothers (Proprietary) Limited
98/694	Rob Hattuma & Partners (Proprietary) Limited
98/695	S.T. Estates (Proprietary) Limited
98/696	Advance Tools & Hardware Supplies (Proprietary) Limited
98/697	Robinson 4x4 Safaris (Proprietary) Limited
98/698	FPA Botswana (Proprietary) Limited
98/699	Supersteel (Proprietary) Limited
98/700	Alisa Botswana (Proprietary) Limited
98/701	T.S. Building Construction (Proprietary) Limited

98/702	Weten (Proprietary) Limited
98/703	Pietmatis Motors (Proprietary) Limited
98/704	Benchmark Media (Proprietary) Limited
98/705	RLC (Proprietary) Limited
98/706	Langson Investment (Proprietary) Limited
98/707	K S C F Botswana (Proprietary) Limited
98/708	T P M Investments (Proprietary) Limited
98/709	A and N Enterprises (Proprietary) Limited
98/710	Executive Investment (Proprietary) Limited
98/711	Mombi Enterprises (Proprietary) Limited
98/712	Great Wall Enterprises (Proprietary) Limited
98/713	L M O (Proprietary) Limited
98/714	Life Care Clinic (Proprietary) Limited
98/715	Life Care Farm (Proprietary) Limited
98/716	Dresswell (Proprietary) Limited
98/717	Mr. Fix (Proprietary) Limited
98/718	Due Perfection General Maintenance (Proprietary) Limited
98/719	African Anglers (Proprietary) Limited
98/720	D & L Magaya Professional Builders (Proprietary) Limited
98/721	Nthoiwa Investments (Proprietary) Limited
98/722	Moonland Investments (Proprietary) Limited
98/723	Knox Building Construction (Proprietary) Limited
98/724	Helmet Hides & Skins (Proprietary) Limited
98/725	C and Construction (Proprietary) Limited
98/726	Baker Plumbing Service (Proprietary) Limited
98/727	Techno Quest (Proprietary) Limited
98/728	Cad Line (Proprietary) Limited
98/729	Advance Consultants (Proprietary) Limited
98/730	Logie's Investments (Proprietary) Limited
98/731	F C Enterprises (Proprietary) Limited
98/732	Yatagan Cosmetic & Chemical Import and Export (Proprietary) Limited
98/733	Modisto Investments (Proprietary) Limited
98/734	Novel Landblasting and Coating (Proprietary) Limited
98/735	Moshopa Printing Services (Proprietary) Limited
98/736	Jakda Worldwide (INT) (Proprietary) Limited
98/737	Dikgamelo Agric Supplies (Proprietary) Limited
98/738	Royal Marketing (Proprietary) Limited
98/739	The Golden Image (Proprietary) Limited

DATED at Gaborone this 10th day of June, 1998.

U. MSUYA
Acting Registrar of Companies.

PUBLIC NOTICES

Republic of Botswana — Tender No. TB 8/1/2/98-99

MAJOR VILLAGE INFRASTRUCTURE MOGODITSHANE PHASE ONE AND TLOKWENG INDUSTRIAL SITE TENDER FOR CONSTRUCTION OF INFRASTRUCTURE

TENDERS ARE INVITED from qualified Civil Engineering Contractors for the construction of urban roads and stormwater drainage facilities in Mogoditshane and Tlokweng. Only contractors registered in Grade E with Central Tender Board should apply.

Tender documents will be available from: Haas Consult – SRA, Tlokweng Village, Plot No. 698, Zeerust Road, from 0800 hrs on or after the 8th June, 1998, noting that a non-refundable cost of tender documents to be collected shall be borne by the tenderers in favour of Haas Consult. A mandatory site inspection and subsequent pre-tender meeting will be held on the 17th June, 1998 at 9.00 hours. All contractors should assemble at Haas Consult office and meet the Engineers' representatives.

Duly completed documents shall be delivered in duplicate to: The Director, Central Tender Board, Private Bag 0058, Gaborone, or to Room 202, Ministry of Finance and Development Planning building not later than 10.00 hours on the 5th August, 1998.

Notwithstanding anything in the foregoing, the Government of the Republic of Botswana is not bound to accept any tender nor incur any expenses in the preparation thereof.

K.K. SEMELAMELA,
for/Director,
Central Tender Board.

Republic of Botswana — Tender No. TB 10/3/5/97-98

ENVIRONMENTAL IMPACT ASSESSMENT GROUNDWATER INVESTIGATION FOR RURAL WATER SUPPLY IN THE NORTH EAST DISTRICT AND PARTS OF THE NEIGHBOURING CENTRAL DISTRICT

TENDERS ARE INVITED for an Environmental Impact Assessment Study for the above-mentioned project. Prospective tenders are advised that tender documents will only be issued to consultants registered with the Central Tender Board. Tender documents will be available from the 29th June, 1998 and can be collected from the Department of Water Affairs, Headquarters Building, Room C233.

Tenders shall be delivered to: The Director, Central Tender Board, Private Bag 0058, Gaborone, or to Room 202, Ministry of Finance and Development Planning, not later than 10.00 hours on Wednesday 19th August, 1998, when tenders will be opened in the presence of tenderers wishing to attend.

Tenders are to be delivered in a sealed envelope clearly marked: "TB 10/3/5/97-98 — Environmental Impact Assessment Groundwater Investigation for Rural Water Supply in the North East District and Parts of the Neighbouring Central District." Telephone, telexed or telegraphic tenders and tenders delivered after the above time and date will not be considered.

Notwithstanding anything contained in the foregoing, the Government of Botswana is not bound to accept the lowest or any tender nor to incur any expenses in the preparation thereof.

K.K. SEMELAMELA,
for/Director,
Central Tender Board.

Republic of Botswana — Tender No. TB 9/4/83/98-99 (Nominated Sub-Contract)

THE ELECTRICAL INSTALLATION AND SITE RETICULATION FOR THE MAGISTRATE'S COURT AT PALAPYE

TENDERS ARE INVITED for the Electrical Installation and Site Reticulation for the Magistrate's Court at Palapye.

Tender documents and drawings will be available on application to the Director of Electrical and Mechanical Services, Plot No. 6399-6401, Broadhurst Industrial Site, Gaborone, or by post to Private Bag 0066, Gaborone.

Tenders shall be delivered to the Secretary, Central Tender Board, Private Bag 0058, Gaborone, (Room 202, Ministry of Finance and Development Planning) not later than 10.00 hours on Wednesday 29th July, 1998 when

tenders will be opened in the presence of tenderers wishing to attend. Fax, telephonic and telex tenders will not be considered. Tenders will only be considered from contractors who are registered with the Central Tender Board in categories "2C" to "2E".

Notwithstanding anything contained in the foregoing, the Government of the Republic of Botswana is not bound to accept the lowest or any tender nor incur any expenses in the preparation thereof.

K.K. SEMELAMELA,
for/Director, Central Tender Board.

Republic of Botswana — Tender No. TB 9/4/236/96-97 (Nominated Sub-Contract)

**ELECTRICAL INSTALLATION AND SITE RETICULATION
KAGISO SENIOR SECONDARY SCHOOL EXTENSIONS**

TENDERS ARE INVITED for the Electrical Installation and Site Reticulation at Kagiso Senior Secondary School.

Tender documents and drawings will be available on application to the Director of Electrical and Mechanical Services, Plot No. 6399-6401, Broadhurst Industrial Site, Gaborone, or by post to Private Bag 0066, Gaborone.

Tenders shall be delivered to the Director, Department of Electrical and Mechanical Services, Private Bag 0066, Gaborone, (Room 20, Department of Electrical and Mechanical Services) not later than 10.00 hours on Wednesday 22nd July, 1998 when tenders will be opened in the presence of tenderers wishing to attend. Fax, telephonic and telex tenders will not be considered. Tenders will only be considered from contractors who are registered with the Central Tender Board in categories "2C" to "2E" only.

Notwithstanding anything contained in the foregoing, the Government of the Republic of Botswana is not bound to accept the lowest or any tender nor incur any expenses in the preparation thereof.

K.K. SEMELAMELA,
for/Director, Central Tender Board.

Republic of Botswana — Tender No. TB 9/4/237/96-97 (Nominated Sub-Contract)

**ELECTRICAL INSTALLATION AND SITE RETICULATION
NALEDI SENIOR SECONDARY SCHOOL EXTENSIONS**

TENDERS ARE INVITED for the Electrical Installation and Site Reticulation at Naledi Senior Secondary School.

Tender documents and drawings will be available on application to the Director of Electrical and Mechanical Services, Plot No. 6399-6401, Broadhurst Industrial Site, Gaborone, or by post to Private Bag 0066, Gaborone.

Tenders shall be delivered to the Director, Department of Electrical and Mechanical Services, Private Bag 0066, Gaborone, (Room 20, Department of Electrical and Mechanical Services) not later than 10.00 hours on Wednesday 22nd July, 1998 when tenders will be opened in the presence of tenderers wishing to attend. Fax, telephonic and telex tenders will not be considered. Tenders will only be considered from contractors who are registered with the Central Tender Board in categories "2E" only.

Notwithstanding anything contained in the foregoing, the Government of the Republic of Botswana is not bound to accept the lowest or any tender nor incur any expenses in the preparation thereof.

K.K. SEMELAMELA,
for/Director, Central Tender Board.

Republic of Botswana — Tender No. TB 2/6/1/98-99

SUPPLY AND INSTALLATION OF COMPUTER EQUIPMENT FOR BIAC

TENDERS ARE INVITED for the supply and installation of additional computer equipment for Botswana Institute of Administration and Commerce (BIAC). Companies must tender for all the items specified in the tender document.

Companies should be able to supply all the items tendered within four weeks of receipt of order and be in position to install and fully support each system in each location. Preference will be given to Companies who can prove to have qualified local support engineers and technicians.

Tender documents can be obtained from BIAC at Suppliers Office on 6th July, 1998. Further details can be

obtained from Mr. W Baffoe at 356324 or Mrs T. Masi at Government Computer Bureau, Private Bag 0050, Gaborone at 3656909.

Tenders, in triple (3) copies, are to be delivered to the Central Tender Board, Private Bag 0058, Gaborone, (Room 202 – Ministry of Finance and Development Planning building) not later than 10.00 hours (10.00 a.m.) on 12th August, 1998 in the envelope marked: "TB 2/6/1/98-99 — Supply and Installation of Computer Equipment for BIAC."

Tenders received after the closing date and time will not be considered. Telephone, telegraphic, telex or facsimile tenders will not be considered. The lowest or any tender will not necessarily be accepted. Tenders must be structured in the same format detailed in the tender document.

K.K. SEMELAMELA,
for/Director, Central Tender Board.

Republic of Botswana — Tender No. TB 9/4/96/98-99

SUPPLY OF DIESEL GENERATING SET AND CONTROL PANELS

TENDERS ARE INVITED from contractors with proven experience for the supply of diesel generating sets and control panels for use at various Government Institutions.

8 off Automatic Main Fail Diesel Generating sets complete with free standing control panels.

Tender documents may be obtained from the office of the Director of Electrical and Mechanical Services, (Plot No. 6399-6401, Lejara Road, Extension 20, Broadhurst Industrial Estate, Gaborone) Private Bag 0066, Gaborone, (Telephone 312661/5).

Tenders clearly marked: "Tender No. TB 9/4/96/98-99 — Supply of Automatic Mains Fail, Diesel Generating Sets and Control Panels" should reach the office of the Director, Central Tender Board, Private Bag 0058, Gaborone, Botswana or by hand to Director at Room 202, Ministry of Finance and Development building, Gaborone not later than 10.00 hours on Wednesday 26th August, 1998 when they will be opened in the presence of tenderers wishing to attend. Tenders received after that time and date will be returned unopened.

Telephonic or telegraphic tenders will not be considered. The Central Tender Board will not necessarily accept the lowest or any tender. Tenders must be submitted in triplicate, and all prices must remain valid for a period of not less than 90 days from the closing date of the tender.

K.K. SEMELAMELA,
for/Director, Central Tender Board.

Republic of Botswana — Tender No. TB 9/8/7/98-99

SALE OF IMPACT CRUSHER WITH CONVEYOR AND HOPPER

TENDERS in sealed bids are invited from the general public for an Impact Crusher with Conveyor and Hopper as one lot. Members of the public interested are invited to view the equipment in Kang at CTO depot on working days between 0800 am to 1230 pm and 1345 pm to 1630 pm.

This tender closes at 10.00 hrs on Friday 10th July, 1998 and any tenders received after the above date and time will not be considered nor will any telephonic, telegraphic or telex submissions. Tenders are to be submitted in duplicate in sealed envelopes to the Director, Central Tender Board, Private Bag 0058, Room 201, Ministry of Finance and Development Planning, Gaborone, Botswana. The above tender number and description as well as lot numbers should be clearly endorsed on the envelopes.

TERMS AND CONDITIONS OF SALE

1. The equipment will be sold to the highest bidder.
2. An amount of P1000 refundable deposit in the form of bank certified cheques payable to the Botswana Government is to be enclosed with the bid and any offers without deposit won't be considered.
3. Payment shall be made in cash or bank guaranteed cheques.
4. Any successful bidder who fails to make payment will lose the deposit to the Botswana Government.
5. The units are offered in the conditions as they are without any warranty implied.
6. The Government reserves the right to reject any tender, whether or not the lowest without divulging reasons. For any further details prospective tenderers may contact CTO Gaborone at telephone 371776.

K.K. SEMELAMELA,
for/Director, Central Tender Board.

Republic of Botswana — Central Transport Organisation

**SALE OF GOVERNMENT BOARDED STONE CRUSHER BY TENDER
(HARTEL HPC IMPACT CRUSHER)**

IT IS NOTIFIED for general information that Botswana fully owned citizen companies are invited to bid for the above tender by sealed bids.

CONDITIONS OF SALES:

1. The Bidders should be fully owned citizen companies registered in Botswana.
2. The highest offer will be secured, however the Government reserves the right to reject any offer whether or not the highest.
3. Bidders will pay 10% of the value of their bid as deposit to be refunded in case of being unsuccessful. (Bank Guaranteed cheques only).
4. The machine is to be sold in As-Is condition without any warranty from the Government.
5. The closing date is 10:00 on Wednesday, 11th June, 1998.
6. The tender bids will be submitted in duplicate to: The Secretary, Central Tender Board, Private Bag 0058, Gaborone, Room 201, Ministry of Finance and Development Planning, Gaborone.
7. For further information please contact: General Manager, Central Transport Organisation, Tel.: 371503.

K.K. SEMELAMELA,
for/Director, Central Tender Board.

Republic of Botswana — Tender No TB9/8/8-98-99

APPOINTMENT OF AUCTIONEERS

TENDERS are invited from Botswana registered auctioneers to conduct auction sales of government boarded vehicles for a period of two years.

This tender closes at 10:00 hours on Wednesday 2nd September, 1998 and any tenders received after the above time and date will not be considered nor will any telephonic, telegraphic or telex submissions. Tenders are to be submitted in duplicate, in sealed envelopes to the Director, Central Tender Board, Private Bag 0058, Room 201, Ministry of Finance and Development Planning, Gaborone, Botswana. The above tender number and description should be clearly endorsed on the envelopes.

TERMS AND CONDITIONS:

- (a) Successful bidders will be required to conduct auction sales of vehicles as and when required by the government at various Central Transport Organisation depots in places such as Lobatse, Tsabong, Ghanzi, Kasane, Maun, Francistown, Selibe-Phikwe, Serowe, Mahalapye and Gaborone.
- (b) Tenders should clearly indicate the percentage commission required in conducting the auctions and the commission shall be inclusive of any travelling and accommodation expenses the auctioneer may incur in conducting the auctions at the various CTO depots.
- (c) Government revenue collectors shall collect the revenue realised from the vehicle buyers at the auctions and the auctioneer will not be required to handle any government revenue.
- (d) For any further details prospective tenders may contact CTO Gaborone at Telephone 356391, Ext 206/7.

The government reserves the right to reject any tender, whether or not the lowest, without divulging reasons.

K.K. SEMELAMELA,
for/Director, Central Tender Board.

**Republic of Botswana — Tender No. TB 9/3/40/98-99
Notice of Cancellation of Tender**

**PROPOSED: MOSHUPA TRIBAL ADMINISTRATION HOUSING FOR
LOCAL GOVERNMENT**

FURTHER to the Tender Notice for the above project included in the Government Gazette of 29th May 1998, please be advised that the tender has been cancelled in its current form. The Tender Documents will therefore no longer be returned to the Tender Board on the 8th July, 1998 as stated in the said Gazette.

K.K. SEMELAMELA,
for/Director, Central Tender Board.

Republic of Botswana - Tender No TB 9/5/32/98-99
Ministry of Works, Transport and Communications - Roads Department

CONSTRUCTION OF DAMOCHOJENAA ACCESS ROAD

TENDERS ARE INVITED from Grade B and above suitably qualified contractors registered with the Central Tender Board for the upgrading of approximately 7km of access road from the Serule - Selebi-Phikwe Road to Damochojenaa Village to bitumen standard.

Tender documents may be obtained from the office of the Director of Roads (Room 114), Roads Department, Moapare Road, Private Bag 0026, Gaborone, from 8.00 am on or after 8th July, 1998 on payment of a non refundable bank guaranteed cheque or cash in the amount of sum of P100.00, in favour of the Government of Botswana, per set of tender document.

A compulsory site inspection will be held on 29 July 1998, starting at Damochojenaa Kgotla at 9.00 am, where the representatives of the Engineer will be in attendance. Tenderers wishing to attend should give the Engineers at least three days notice before the site inspection. Thereafter, a meeting will be held on 3rd August, 1998 starting at 9.00 am at the Roads Department Headquarters (Conference Room), Moapare Road, Gaborone. Written questions related to the tender should be received by the Engineer not later than three days prior to the date of the meeting.

Tenders clearly marked: " Tender No TB 9/5/32/98- 9 8 —Construction of Damochojenaa Access Road" shall be submitted to: The Director, Central Tender Board, Private Bag 0058, Gaborone. Room No. 202, Ministry of Finance and Development Planning not later than 10.00 am on Wednesday 2nd September, 1998, when tenders will be opened in the presence of tenderers wishing to attend.

Each tender must be accompanied by a tender bond of P50,000.00. Telegraphic, telephonic, telex and facsimile tenders or tenders delivered after the above time and date will not be considered or accepted. Notwithstanding anything in the foregoing, the Government of Botswana is not bound to accept the lowest or any tender nor to incur any expenses in the preparation thereof.

Queries relating to this Tender should be directed to the Engineer, Burrow Binnie Botswana Consulting Engineers, P.O. Box 380, Gaborone, Telephone 351891, Facsimile No 312554.

K.K. SEMELAMELA,
for/Director, Central Tender Board.

Lost Title Deed

NOTICE IS HEREBY given that Morris Pheko intends applying for a certified copy of Deed of Fixed Period State Grant No. 250/90 dated 27th day of March, 1990 by Morris Pheko in respect of:

CERTAIN:	Piece of land being Lot 3214, Francistown;
SITUATE:	Francistown Administration District;
MEASURING:	201m ² (Two Hundred and One Square Metres);
HELD UNDER:	Deed of Fixed Period State Grant No. 250/90 dated 27th day of March, 1990 in favour of Morris Pheko;

All persons having objections to the issue to the issue of such a copy are hereby requested to lodge the same in writing with the Registrar of Deeds, Private 0020, Gaborone, Gaborone within (3) weeks of the publication of this notice.

DATED at Francistown on this 16th day of June, 1998.

Z. MAKHWADE & CO., 1st Floor, East Wing, Blue Jacket Plaza,
P.O. Box 916, FRANCISTOWN.

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1467/97

In the matter between:

**BOTSWANA BUILDING SOCIETY
and
BARATI NATION KILANO**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that a sale in execution will be held by Deputy Sheriff Gaelae Ramatlapanana pursuant to judgement granted in the above Honourable Court.

DATE: 25th July, 1998
TIME OF SALE: 10.00 a.m
PLACE OF SALE: Broadhurst Police Station
GOODS TO BE SOLD: 2 television sets, floormat, head board,
 4 burner gas stove, 2 room dividers,
 bedroom suite, food warmer, coffee table,
 3 piece lounge suite, 7 piece dining room suite,
 3 piece room divider, Hi-line VCR, display cabinet
TERMS: Cash or Bank guaranteed cheques.

Rams Services (Pty) Ltd, P.O. Box 201599, Gaborone.
for
 LESETEDI & CO., *Plaintiff Attorneys*, Plot 3267, Ext 12, Sechaba Close,
 Private Bag 00201, GABORONE.

**IN THE HIGH COURT FOR THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 2054/97

In the matter between:

**BOTSWANA HOUSING CORPORATION
and
THOMAS SEDIRWA**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment granted by the above Honourable Court the following property will be sold by public auction by Deputy Sheriff Joseph Kokeletso to the highest bidder as follows:

DATE OF SALE: 17th July, 1998
VENUE: Central Police Station
TIME: 9:00 am
PROPERTY TO BE SOLD: Red VW Golf B 777ADI
TERMS OF SALE: Cash or bank guaranteed cheques immediately after sale

DATED at Gaborone this 23rd day of June, 1998.

DEPUTY SHERIFF, c/o M. K. MOESI & CO., Plot 837, African Mall, Ext. 2
 P.O. Box 10193, GABORONE.

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE
 In the matter between:

Case No. CC 317/98

KGATLENG DISTRICT COUNCIL
 and
 A.V. COMMUNICATIONS

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that a sale in execution will be held by Deputy Sheriff G. Ramatlapanana pursuant to judgment granted in the above Honourable Court.

DATE OF SALE: 25th July 1998
TIME: 10.00 a.m.
PLACE: Broadhurst Police Station
PROPERTY TO BE SOLD: 2 office tables, Meccer 6000 computer, printer, 2 steel cabinets, 3 office chairs, Cooler Sony TV, Film Projector (E) 101SSL-1, one sofa (blue)
TERMS: Cash or Bank guaranteed cheques.

DEPUTY SHERIFF G. RAMATLAPANA, Rams Services (Pty) Ltd,
 P.O. Box 201599, GABORONE.

for
 LESEDI & CO., Plot 3267, Extension 12, Sechaba close,
 Private Bag 00201, GABORONE.

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT FRANCISTOWN

Case No. CC(F) 221/97

In the matter between:

NATIONAL DEVELOPMENT BANK
 and
 OBONETSE SEBETLELA

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

TAKE NOTICE THAT pursuant to a Writ of Execution issued out of Court in the above matter the following property will be sold by public auction to the highest bidder by Deputy Sheriff Kgosi K. Demmah of Francistown as follows:

DATE OF SALE: 8th July, 1998
VENUE: Piece of land at Ramokgwebana Village at Jakalasi No. 1
TIME: 10.00 a.m.
TERMS OF SALE: Detailed conditions of sale may be inspected at the Deputy Sheriff's physical address as given hereunder.
PROPERTY TO BE SOLD: Defendant's rights, title and interest, with respect to a commercial property situated at Ramokgwebana Village wherein is erected a building which is used as a butchery and improvements thereon and commonly known as Botlaote butchery. Held under Common Law Land Grant dated 31st May, 1985.

DATED at Francistown on this 1st day of June, 1998.

DEPUTY SHERIFF KGOSI K. DEMMAH - Tel. 212820, c/o Z. MAKHWADE AND CO.,
 First Floor, East Wing, Blue Jacket Plaza, P.O. Box 916, FRANCISTOWN.

**IN THE MAGISTRATE COURT OF THE DISTRICT OF GABORONE
HELD AT GABORONE**

Case No. G 3033/97

In the matter between:

**M. K. MOESI & CO.
and
SYLVESTER MOTHULWE**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment granted by the above Honourable Court the following property will be sold by public auction by Deputy Sheriff Joseph Kokeletso to the highest bidder as follows:

DATE OF SALE: 17th July, 1998
VENUE: Central Police Station
TIME: 9:00 am
PROPERTY TO BE SOLD: Phillips VCR, 4 piece sofas,
 floor mat, room divider,
 Sony radio with two speakers, stove.
TERMS OF SALE: Cash or bank guaranteed cheques immediately after sale.

DATED at Gaborone this 16th day of June, 1998.

DEPUTY SHERIFF, c/o M.K. MOESI & CO., Plot 937, African Mall, Ext. 2,
 P.O. Box 10193, GABORONE.

**IN THE SUBORDINATE COURT OF THE FIRST CLASS FOR THE GABORONE
MAGISTERIAL DISTRICT
HELD AT GABORONE**

Case No. G 996/97

In the matter between:

**NEIL GAILEY
and
RACHAEL PAMPIRI**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE THAT pursuant to a Judgment of the above Honourable Court the following moveable property of the Defendant will be sold by public auction by Deputy Sheriff, D. J. MOYO to the highest bidder as follows:

DATE OF SALE: 17th July, 1998
TIME: 10.00 A.M
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 1 x 3 piece sofas with coffee table,
 1 colour television,
 1 room unit,
 1 x 3 seater sofa.
TERMS OF SALE: Case or bank guaranteed cheque.

DATED at Gaborone this 23rd day of June, 1988.

DEPUTY SHERIFF D. J. MOYO. c/o LERUMO MOGOBE LEGAL PRACTITIONERS, *Plaintiff Attorneys*,
 Private Bag BO 249, GABORONE.

Lobatse Town Council — Tender No. LTC/10/1998**SUPPLY OF PRIMARY SCHOOL FURNITURE**

LOBATSE TOWN COUNCIL INVITES tenders from registered furniture manufacturers for the supply of primary school furniture for the following:

- (a) Teachers' desks (3 drawer)
- (b) Teacher's chairs
- (c) Pupils desks
- (d) Pupils chairs
- (e) Filing cabinets

Tenders should be submitted in plain sealed envelopes clearly marked: "Tender No. LTC/10/98 — Supply of Primary School Furniture" addressed to: The Town Clerk, Lobatse Town Council, Private Bag 0028, Lobatse.

Tenders should reach this office not later than 14:00hrs on the 24th July, 1998, time at which tender opening shall take place.

TENDERS ARE ADVISED TO:

- (a) state the validity of the price
- (b) state date of delivery
- (c) prices should be in Botswana currency
- (d) samples should be submitted with the tender

Tender documents can be obtained from Office No. 26, Civic Centre at a non-refundable fee of P40.00. Notwithstanding any of the foregoing, Lobatse Town Council is not bound to accept the lowest or any tender nor to assign any reasons for rejection or to incur any expenses in the preparation thereof.

B.M. GAREITSANYE,
For Town Clerk

Second Publication

Lobatse Town Council — Tender No. LTC/11/1998**SUPPLY OF UNIFORM AND PROTECTIVE CLOTHING**

TENDERS ARE INVITED BY LOBATSE TOWN COUNCIL for the supply of Uniform and Protective Clothing for 1998/99.

Tender documents can be obtained from the office of Principal Supplies Officer on receipt of a non-refundable fee of P20.00 paid at the Council revenue.

Tenders are to be submitted in plain sealed envelopes clearly marked: "Tender No. LTC/11/98 — Supply of Uniform and Protective Clothing" addressed to: The Town Clerk, Lobatse Town Council, Private Bag 0028, Lobatse.

Tenders should reach this office not later than 24th July, 1998 at 2.00 p.m. Tenders will be opened immediately after closing time and willing tenderers may be present at the time of opening.

TENDERS ARE REQUIRED TO INDICATE THE FOLLOWING:

- (a) Terms of delivery
- (b) Delivery time
- (c) Price validity

Tenders not accompanied by samples will not be considered. Quotations should be in Pula currency. Lobatse Town Council does not bind itself to accept the lowest or any tender and it reserves the right to select any tender in whole or in part.

S.B. MOATSHE,
For Town Clerk

Second Publication

Jwaneng Town Council — Tender No. JTC/W10/BLDG/98**CONSTRUCTION OF 7 NOS GUARD ROOMS**

JWANENG TOWN COUNCIL INVITES tenders from the building contractors registered with Ministry of Local Government, Lands and Housing with category 2 and above for the construction of 7 nos. Guard rooms at various locations within Jwaneng. Tender document shall be collected from the office of Town Engineer, Room No. 231 during normal working hours upon the payment of P50.00 (Pula fifty only).

Completed document shall be submitted in plain sealed envelopes clearly marked: "Tender No. JTC/W10/BLDG/98 — Construction of 7 Nos. Guard Rooms" to: The Town Clerk, Jwaneng Town Council, Private Bag 01, Jwaneng and shall reach his office on or before 24th July, 1998 at 12.00 noon and will be opened on the same day at 1400 hours. Tenderers who wish to attend may do so. Fax, telex or telegraphic tender is not acceptable.

Jwaneng Town Council is not bound to accept the lowest tender, nor give reason for non-acceptance nor incur cost in the preparation thereof.

S.K. BASIMWAKI,
For Town Clerk.

Second Publication

Jwaneng Town Council — Tender No. JTC/W11/F/98**SUPPLY OF ONE EMERGENCY FIRE TENDER TYPE "B" — FIRE BRIGADE USE**

JWANENG TOWN COUNCIL INVITES tenders for the supply of One Emergency Fire tender type "B" for the Fire Brigade use.

The tender document can be obtained from the office of the Divisional Fire Officer, Jwaneng Town Council during office hours upon payment of a non-refundable fee of P50.00.

Brochures, and any other relevant literature matching our specifications should be provided. Maintenance backing and any discount will be an added advantage.

Documents shall be submitted in a plain sealed envelope clearly marked: "Tender No JTC/W11/F/98 — Supply of One Emergency Fire Tender Type "B" for Fire Brigade use and shall be addressed to: The Town Clerk, Jwaneng Town Council, Private Bag 01, Jwaneng and shall reach his office not later than 12.00 noon on 24th July, 1998. This tender will be opened on the same day at 14:00 hours in Jwaneng Civic Centre Conference Room 1 in the presence of those tenderers who may wish to attend. Fax or telephone tenders shall not be accepted. All enquiries should be directed to the Divisional Fire Officer on telephone 380303 Extension 236.

Jwaneng Town Council is not bound to accept the lowest or any tender nor give reasons for non-acceptance of any tender and shall not be responsible for the cost incurred in the preparation thereof.

S.K. BASIMWAKI,
For Town Clerk.

Second Publication

Jwaneng Town Council — Tender No. JTC/W12/R/98**LAY BYS CONSTRUCTION AND ROADS REHABILITATION**

JWANENG TOWN COUNCIL INVITES tenders for the construction of laybys and rehabilitation of roads in the Township.

Tender documents shall be obtained as from 26th June 1998 from the office of the Town Engineer, Office No. 231 upon a payment of a non-refundable fee of P100.00. Completed documents shall be submitted in a plain sealed envelope clearly marked: "Tender No JTC/W12/R/98 — Lay Bys Construction and Roads Rehabilitation" and shall be addressed to: The Town Clerk, Jwaneng Town Council, Private Bag 01, Jwaneng and shall reach his office not later than 24th July, 1998 at 1200 noon and shall be opened the same day at 14:00 hours in Jwaneng Town Council Conference Room 1 in the presence of tenderers who wish to attend. Fax or telephone tenders shall not be accepted. A reconnaissance site visit will be undertaken on 8th July, 1998.

Jwaneng Town Council is not bound to accept the lowest or any tender nor give reasons for non-acceptance of any tender and shall not be responsible for the cost incurred in the preparation thereof.

S.K. BASIMWAKI,
For Town Clerk.

Second Publication

Kgatlang Land Board — Re-Tender No. KG No. 1 of 1998**SUPPLY OF MOTOR VEHICLE**

KGATLENG LAND BOARD INVITES tenders for the supply of 2.5 ton truck petrol fitted with the following extras:

- Bull bar
- Alarm and Immobiliser
- Registration and number plates

Tenders should provide specification of the vehicle and state delivery time upon receipt of the purchase order. Tenders should be submitted in a plain sealed envelope clearly marked: "Re-Tender No. KG-KLB1 1998 — Supply of Motor Vehicle to the Secretary, Kgatlang Land Board, Private Bag 4, Mochudi.

Tenders must be received not later than 4 p.m. on 24th July, 1998. The Land Board does not bind itself to accept or reject any tender and does not assign itself to give reason for any rejection. Tenders should be delivered to Main Land Board Office.

I.M. KEMANE,
For Secretary.

Second Publication

City of Francistown — Tender No. COF/26/ED/1998**SUPPLY OF BREAK THROUGH KITS**

THE CITY OF FRANCISTOWN INVITES tenders for the supply of 35 break through kits. All tenders should be submitted in a sealed envelope, clearly marked "Tender No. COF/26/ED/98 addressed to: The Town Clerk, City of Francistown, Private Bag 40, Francistown and or submitted in person to: The Senior Personal Secretary, Civic Centre, Francistown.

All tenders must be received on or before 8.00 hours on Thursday 20th August, 1998. Tenders shall be opened the same day after closure in the old Council Chamber at 9.00 hours. Interested tenderers are invited to be present. Tender documents can be obtained from Room 526, Education Secretary's office at the Civic Centre, Francistown.

THE BREAKTHROUGH KITS SHOULD BE COMPLETE WITH THE FOLLOWING:

1. Teacher's sentence maker
2. Teacher's sentence holder (plastic stand)
3. Teacher's manual
4. Pupil's sentence maker
5. Pupil's sentence holder (plastic stand)
6. Readers 1 – 12
7. Readers 13 and 14
8. Conversation posters
9. Phonic frieze posters
10. Word store
11. Pupil's sentence maker
12. Replacement cards

CONDITIONS:

1. The tenders must be Botswana registered companies.
2. Tenderers must clearly indicate the location of their business premises experience and strength.
3. Telegraphic fax and late tenders will be disqualified e.g. after the said time 8.00 hours.
4. The council will not necessarily accept the lowest or any tender and is not obliged to give any reasons.
5. Samples must accompany the tender.
6. Time of delivery must be stated.
7. Prices must be quoted in pula (Botswana Currency).
8. Incomplete set kits will not be accepted.

P. NKHURUTSE,
For Town Clerk.

Second Publication

Southern District Council — Tender No. SDC/19/98

SUPPLY OF UNIFORM AND PROTECTIVE CLOTHING

THE SOUTHERN DISTRICT COUNCIL INVITES tenders for the supply of uniform and protective clothing. Tenders clearly marked "Southern District Council Tender No. SDC/19/98 — Supply of Uniform and Protective Clothing" should be addressed to the Council Secretary, Private Bag 002, Kanye and should reach this office not later than 9:00 a.m. on the 31st July, 1998. Interested tenderers are invited to be present on the 31st July, 1998 at 9:00 a.m. Tender document can be obtained from the office of the Principal Supplies Officer.

CONDITIONS:

- (a) Time of delivery must be stated.
- (b) Prices should remain firm until the date of delivery.
- (c) Samples must accompany the tender.
- (d) Telegraphic fax and late tenders will be disqualified.
- (e) The council will not necessarily accept the lowest or any tender and is not obliged to give any reasons.

B.T. KGOKONG,
For Council Secretary.

Second Publication

Ghanzi District Council — Tender No. GDC/23/98

SUPPLY OF PRIMARY SCHOOL SUPPLIES

GHANZI DISTRICT COUNCIL INVITES qualified suppliers for the supply of Primary School Supplies.

TENDER NO. GDC 23/98A — Science Equipment
GDC 23/98B — Needle work Supplies
GDC 23/98C — Pupil and Class Consumables
GDC 23/98D — Administration Materials
GDC 23/98E — Additional Materials

Detailed tender documents can be obtained from the office of the Principal Education Secretary, Ghanzi District Council during working hours on receipt of payment of a non-refundable tender fee of Thirty Pula each payable at the Council Revenue Office in the Ghanzi Township. Suppliers are requested to submit samples. Completed tender documents shall be submitted in plain sealed envelopes clearly marked: "Tender No. GDC/23/98 — Primary School Supplies" Council Secretary, Ghanzi District Council, Private Bag 0015, Ghanzi.

Tenderers shall be posted in the tender box in the office of the Council Secretary not later than 9.00 a.m. on Friday 6th August, 1998.

The Public Tender opening shall commence in the Council Chamber at 9.00 a.m. in Ghanzi Township on the same day. Ghanzi District Council is not bound to accept the lowest or any tender or give reasons for the rejection of any tender.

V. PAPANA,
For Council Secretary.

Second Publication

North West District Council — Tender No. EH/01/98

DESIGN AND CONSTRUCTION SUPERVISION CONSULTANCY FOR THE MAUN LANDFILL

TENDERS ARE INVITED by the North West District Council for the design and construction supervision consultancy of the Maun landfill from consulting engineers registered with the Central Tender Board in the said categories.

Tender documents can be obtained from the office of the Chief Health Inspector, office No. 119, First Floor, the Blue Block at the Rural Administration Centre (RAC) Maun, during normal working hours and on payment of a non-refundable fee of fifty Pula (50.00) only.

Completed tender documents are to be submitted in a plain sealed envelope clearly marked: "Tender No. EH/01/98 — Design and Construction Supervision Consultancy for the Maun Landfill" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun (RAC building) not later than 0900 hours Friday 7th August, 1998.

Tender opening shall be effected immediately thereafter at 0900 hours on the same day in the council chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, North West District Council is not bound to accept the lowest or any tender or part thereof.

North West District Council will not reimburse any expense in respect of the preparation of these tenders.

K.K. PUSO,
For Council Secretary.

Second Publication

North West District Council — Tender No. EH/02/98

DESIGN AND CONSTRUCTION SUPERVISION CONSULTANCY FOR THE GUMARE LANDFILL

TENDERS ARE INVITED by the North West District Council for the design and construction supervision consultancy of the Gumare landfill from consulting Engineers registered with the Central Tender Board in the said categories.

Tender documents can be obtained from the office of the Chief Health Inspector, office No. 119, First Floor, the Blue Block at the Rural Administration Centre (RAC) Maun, during normal working hours and on payment of a non-refundable fee of fifty Pula.

Completed tender documents are to be submitted in a plain sealed envelope clearly marked: "Tender No. EH/02/98 — Design and Construction Supervision Consultancy for the Gumare Landfill" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun (RAC building) not later than 0900 hours Friday 7th August, 1998.

Tender opening shall be effected immediately thereafter at 0900 hours on the same day in the council chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, North West District Council is not bound to accept the lowest or any tender or part thereof.

North West District Council will not reimburse any expense in respect of the preparation of these tenders.

K.K. PUSO,
For Council Secretary.

Second Publication

North West District Council — Tender No. NW/AB/22/98

**SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR WATER
AND WASTE WATER OFFICES, MAUN**

TENDERS ARE INVITED by the North West District Council for the supply and delivery of office furniture for Water and Waste Water Offices in Maun from Botswana registered companies.

- TENDER NO.** NW/AB/22.1/98 — Supply of Conference Table with 12 Chairs
 NW/AB/22.2/98 — Supply of 1No. Executive Oak desk L-Extension 2130 x 1140mm
 NW/AB/22.3/98 — Supply of 8No. Executive Oak desks with 6 Drawers 1500 x 900mm
 NW/AB/22.4/98 — Supply of 1No. oak planter box 450 x 450 x 450
 NW/AB/22.5/98 — Supply of 1 No. Draughtsman Chair with fingertips adjustment
 NW/AB/22.6/98 — Supply of 8No. Low Back with comforter mechanism and gas height adjustment.

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 First Floor Second Block at Rural Administration Centre (RAC) — Maun during working hours on payment of non-refundable fee of P20.00.

Only tenders submitted on Official form of tender shall be considered. No drawings, specifications and other paper from documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender No. NW/AB/22/98 — Supply and Delivery of Office Furniture for Water and Waste Water Offices, Maun" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 0900 hours on Friday 7th August, 1998.

Tender opening shall be immediately thereafter 0900 hours on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof.

North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
For Council Secretary.

Second Publication

North West District Council — Tender No. NW/AB/23/98

**SUPPLY AND INSTALLATION OF VERTICAL BLINDS FOR WATER
AND WASTE WATER OFFICES, MAUN**

TENDERS ARE INVITED by the North West District Council for the Supply and Installation of Vertical Blinds for Water and Waste Water Offices in Maun from Botswana registered companies.

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 First Floor, Second Block at Rural Administration Centre (RAC) — Maun during working hours on payment of a non-refundable fee of P20.00.

Only tenders submitted on Official form of tender shall be considered. No drawings, specifications and other paper from documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tender to be submitted in a plain sealed envelope clearly marked: "Tender No. NW/AB/23/98 — Supply and Installation of Vertical Blinds for Water and Waste Water Offices, Maun" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 0900 hours on Friday 7th August, 1998.

Tender opening shall be immediately thereafter 0900 hours on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof.

North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
For Council Secretary.

Second Publication

North West District Council — Tender No. NW/AB/24/98

**SUPPLY AND INSTALLATION OF AIR CONDITIONERS FOR WATER
AND WASTE WATER OFFICES, MAUN**

TENDERS ARE INVITED by the North West District Council for the supply and installation of Air Conditioners for Water and Waste Water Offices in Maun from Botswana registered companies.

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 first floor, second block at Rural Administration Centre (RAC) — Maun during working hours on payment of a non-refundable fee of P20.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other paper from documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tender to be submitted in a plain sealed envelope clearly marked: "Tender No. NW/AB/24/98 — Supply and Installation of Air Conditioners for Water and Waste Water Offices, Maun" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 0900 hours on Friday 7th August, 1998.

Tender opening shall be immediately thereafter 0900 hours on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof.

North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
For Council Secretary.

Second Publication

North West District Council — Tender Notice No. NW/AB/27/98

MAINTENANCE AND RENOVATION OF STAFF HOUSES, MAUN

TENDERS ARE INVITED by the North West District Council for the maintenance and renovation of staff houses in Maun from contractors registered with Ministry of Local Government Lands and Housing, under category 1 and above.

ITEM	LOCATION PACKAGE	TENDER PACKAGE	PROJECT DETAILS
1	Maun	NW/AB/27.1/98	2No.
2	Maun	NW/AB/27.2/98	2No.
3	Maun	NW/AB/27.3/98	2No.
4	Maun	NW/AB/27.4/98	2No.
5	Maun	NW/AB/27.5/98	2No.
6	Maun	NW/AB/27.6/98	2No.
7	Maun	NW/AB/27.7/98	2No.
8	Maun	NW/AB/27.8/98	2No.
9	Maun	NW/AB/27.9/98	2No.
10	Maun	NW/AB/27.10/98	2No.

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 first floor second block at Rural Administration Centre (RAC)—Maun, during working hours on payment of non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other papers from documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/27/98 — Maintenance and Renovation of Staff Houses in Maun" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 09.00 hours on Friday 7th August, 1998.

Tender opening shall be immediately thereafter 09.00 hours on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender or to give reasons thereof.

North West District Council will not reimburse any expenses in respect of preparation thereof.

T. RAVEENDRAN,
for/ Council Secretary.

Second Publication

North West District Council — Tender Notice No. NW/AB/25/98

**DEVELOPMENT CONSTRUCTION
CONSTRUCTION OF ENVIRO LOO DRY SANITATION SYSTEMS AT CHOBE SUB DISTRICT**

TENDERS ARE INVITED by the North West District Council for the construction of the following projects from contractors registered with Ministry of Local Government, Lands and Housing under Category 2 and above.

ITEM	LOCATION PACKAGE	TENDER PACKAGE	PROJECT DETAILS
1	Kazungula	NW/AB/25.1/98	15No.
2	Lesoma	NW/AB/25.2/98	10No.
3	Mabele	NW/AB/25.3/98	10No.

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 first floor, second block at Rural Administration Centre (RAC)—Maun during working hours on payment of non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other papers from documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/25/98 — Construction of Enviro Loo Dry Sanitation Systems" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 09.00 hours on Friday 7th August, 1998.

Tender opening shall be immediately thereafter 09.00 hours on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender or to give reasons thereof.

North West District council will not reimburse any expenses in respect of preparation thereof.

T. RAVEENDRAN,
for/ Council Secretary.

Second Publication

North West District Council — Tender Notice No. NW/AB/26/98

SUPPLY AND INSTALLATION OF SOLAR WATER HEATERS FOR STAFF HOUSES, MAUN

TENDERS ARE INVITED by the North West District Council for supply and installation of solar water heaters for five (5) staff houses in Maun from Botswana registered companies.

Tenders documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 first floor, second block at RAC — Maun, during normal working hours on payment of non-refundable fee of P20.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other papers from documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelopes clearly marked: "Tender Notice No. NW/AB/26/98 — Supply and Installation of Solar Water Heaters for Staff Houses, Maun" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RCA" Building" not later than 09.00 hours on Friday 7th August, 1998.

Tender opening shall be immediately thereafter 09.00 hours on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender or to give reasons thereof.

North West District council will not reimburse any expenses in respect of preparation thereof.

T. RAVEENDRAN,
for/ Council Secretary.

Second Publication

Kweneng District Council — Tender Notice No. 24 1998

SUPPLY OF MOTOR VEHICLES

KWENENG DISTRICT COUNCIL invites Motor Dealers for the supply of motor vehicles with detachable accessories.

1. Two x 65 seater 4 x 2 standard bus powered by six cylinder diesel engine.
2. Two x 16/18 seater commuter combi powered by 4 cylinder petrol engine.
3. One x 5.5m³ tipper truck 4 x 2 powered by 6 cylinder diesel engine.
4. One x 7m³ water tanker 4 x 4 powered by 6 cylinder diesel engine.
5. Two x 1½ tonner Station Wagon, full house.
6. One x 7 tonner 4 x 4 recovery truck standard powered by 6 cylinder diesel engine with hydra/mechanical lifting mechanism.
7. One x 7 tonner 4 x 4 recovery truck standard powered by 6 cylinder diesel engine with hydra/mechanical lifting mechanism.
8. One x 4.5 tonner truck 4 x 2 diesel tanker with the outlet meter powered by a 4 cylinder diesel engine. NB quote for 2 x 5 tonner as alternative.
9. Three x 1 tonner pick-up 4 x 4 powered by 4 cylinder petrol engine.
NB: Quote 1½ tonner pick-up 4 x 4 powered by 6 cylinder petrol engine as an alternative.
10. Four x 7 tonner 4 x 2 truck powered by a six cylinder diesel engine.
11. Four x 1 tonner double cab 4 x 4 powered by 4 cylinder petrol engine.
12. One x 7m³ water bowser 4 x 2 for roads use with water sprinkler.

All vehicles shall be white in colour and quote for Kweneng District Council painting identification colour (sherwood green) Code No. M122 on both fenders of the vehicles.

Specifications and the conditions of the supply of the above-mentioned tender number shall be collected from the Chief Technical Officer (Auto) at Council Workshop in Molepolole during working hours (07.30 a.m. – 16.30 p.m.).

Tenders shall be posted in the tender box at the office of the Council Secretary, Kweneng District Council, Private Bag 005, Molepolole in a red sealed envelope clearly marked: "Tender No. 24 of 1998—Supply of Motor Vehicles" not later than 0.900 hours, Friday 24th July, 1998 and tender opening will be conducted in the Council Chamber, at the same time tenders will be opened and bidders are welcomed.

M.R.M. MOSWETE,
for/Council Secretary.

Second Publication

Sale of the Cessna 152 Aircraft OB1

TENDERS ARE INVITED for the sale of the Cessna 152 aircraft registration OB1.

CONDITIONS ARE:

1. Sale through a closed tender bid.
2. Closing date : 10th July 1998
3. Technical enquiries to be directed to: Maj. E.S. Giddie, BDF Air Arm, Private Bag T21, Francistown.
4. Bids by sealed envelopes to be sent to: The Commander, Botswana Defence Force, Private Bag X06, Gaborone. fao – Director, Material Acquisition and Planning.
6. Reserve price: P58,000.00

Second Publication

Notice of Intention to Dispose Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 of the Trade and Liquor Act, (Cap. 43:02) that I, Robert Makgotwa have disposed of my entire interest in carrying on the business of General Dealer to Tshogofatso Bernadette Gengezha who will continue to trade at the same premises and under the same style of General Dealer.

ROBERT MAKGOTWA, P.O. Box 141, SEFOPHE.

Second Publication

Notice of Intention to Dispose Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 of the Trade and Liquor Act, (Cap. 43:02) that I, Robert Makgotwa have disposed of my entire interest in carrying on the business of Maatlametlu Bottlestore No. 2 to Thusanang Basuti who will continue to trade at the same premises and under the same style of Maatlametlu Bottle Store No. 2

ROBERT MAKGOTWA, P.O. Box 141, SEFOPHE.

Second Publication

Notice of Intention to Dispose Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 of the Trade and Liquor Act, (Cap. 43:02) that I, Robert Makgotwa have disposed of my entire interest in carrying on the business of Maatlametlu Bar No. 2 to Thusanang Basuti who will continue to trade at the same premises and under the same style of Maatlametlu Bar No. 2.

ROBERT MAKGOTWA, P.O. Box 141, SEFOPHE.

Second Publication

Notice of Intention to Dispose Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 (c) of the Trade and Liquor Act, 1987 that I. Valentine Butchery (Pty.) Ltd have disposed of my entire interest in carrying on the business of Liquor Restaurant to Khuyana Investments (Pty.) Ltd who will continue to trade at the same premises and under the same style of a Liquor Restaurant at Plot No. 2657.

M. MMEREKI, KHUYANA INVESTMENT (PTY) LTD,
c/o Business Package Consultants, P.O. Box 148, SELEBI-PHIKWE.

Second Publication

Notice of Intention to Dispose of Trading Licence

NOTICE IS HEREBY GIVEN in terms of section 23 (1) (b) of the Trade and Liquor Act, 1987 that I, Joyce Mabe have disposed of my entire interest in carrying on the business of Fresh Produce to Johannes M. Kgetse who will continue to trade at the same premises and under the same style of a Fresh Produce.

JOYCE MABE, P.O. Box 937, MOCHUDI.

Second Publication

Notice of Application for Removal of Licence

NOTICE IS HEREBY GIVEN that the undersigned intends to apply for a removal of a Specialised Dealers Licence in respect of premises situated at Lot 250 to Lot 3114 and that the Lobatse Town Council has determined that the application shall be heard by the Licensing Authority in June, 1998.

SQUIRES (PTY) LTD,
Private Bag 115, GABORONE.

Second Publication

Notice of Application for Removal of Licence

NOTICE IS HEREBY GIVEN that the undersigned intends to apply for a removal of a Specialised Dealers Licence in respect of premises situated at Lot 314 to Lot 3114 and that the Lobatse Town Council has determined that the application shall be heard by the Licensing Authority in June, 1998.

TAKU (PTY) LTD, Private Bag 115, GABORONE.

Second Publication

Notice of Intention to Dispose Trade Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 (1) (c) of the Trade and Liquor Act that I, Mabel B. Ratsoma have disposed of my entire interest in carrying on the business of Bar to Samuel B. Mashiqa who will continue to trade at the same premises and under the same style of Bar.

MABEL BONDO RATSOMA, P. O. Box 10118, LOBATSE.

Second Publication

Change of Name

NOTICE IS HEREBY GIVEN that Aba Wolde Enterprises (Proprietary) Limited proposes to request the Registrar of Companies pursuant of section 21 of the Companies Act (Cap. 42:01) for his approval to change the name of the company to Royal Training Consultants (Proprietary) Limited after 14 days have elapsed from the date of second publication of this notice.

c/o GURUGROUP PROFESSIONAL SERVICES (PTY) LTD,
P. O. Box 1816, GABORONE.

Second Publication

Notice under Section 5 of Land Control Act (Cap. 32:11)

NOTICE IS HEREBY GIVEN that the following controlled transaction is proposed:

1. **SELLER:** Edward Steyn
2. **PURCHASER:** Naledi Game Reserve (Proprietary) Limited
3. **PROPERTY:**

CERTAIN: Piece of land being Portion 6 of the Farm Safari No. 1-MS;
SITUATE: in the Central Administrative District;
MEASURING: 3174.7643 (Three Thousand One Hundred and Seventy Four decimal Seven Six Four Three) Acres;
HELD: under Deed of Transfer No. 256/69 registered in favour of the seller on 17th November 1969.
4. **PURCHASE CONSIDERATION:** P150 000.00 (One Hundred and Fifty Thousand Pula)

The terms and conditions of sale may be examined at the offices of Attorneys hereinafter named.

Any person wishing to object to the proposed controlled transaction shall give notice of his intention to oppose and the reasons therefor to the Minister of Local Government, Lands and Housing with copies to the Attorneys hereinafter named.

DATED at Gaborone this 17th day of June, 1998.

ARMSTRONGS, *Applicant's Attorneys*, 5th Floor, Barclays House,
P. O. Box 1368, GABORONE.

Second Publication**Application for a Certified Copy of a Lost Deed**

NOTICE IS HEREBY GIVEN that New Apostolic Church intends applying for a certified copy of Deed of Transfer No. 419/93 in favour of New Apostolic Church in respect of:

CERTAIN: piece of land being Lot 6193, Gaborone
SITUATE: in Gaborone Extension Number 19;
MEASURING: 1542m² (One Thousand Five Hundred and Forty Two Square Metres);

Any persons having objection to the issue of such copy are hereby required to lodge the same in writing with the Registrar of Deeds within three (3) weeks from the last publication of this notice.

DATED at Gaborone on this 18th day of June, 1998.

M.K. MOESI & CO. Plot 937, Thipe House, Extension 2, P. O. Box 10193, GABORONE.

Second Publication**Lost Mortgage Bond No. 607/86**

NOTICE IS HEREBY GIVEN that Tswelelo (Proprietary) Limited intends applying for a certified copy of Mortgage Bond No. 607/86 dated 14th August, 1986 passed by Tommy Machobana Moalosi in favour of Tswelelo (Proprietary) Limited in respect of:

CERTAIN: piece of land being Lot 3599, Francistown
SITUATE: in the Francistown Administrative District
MEASURING: 587m² (Five Hundred and Eighty Seven Square Metres);

All persons having objection to the issue of such copy are hereby required to lodge the same in writing with the Registrar of Deeds within three weeks from the last publication of this notice.

DATED at Francistown this 14th day of April, 1998.

TSWELELO (PROPRIETARY) LIMITED, c/o P. Majoko & Co. Attorneys, Office No. 3, Greenfell House,
Blue Jacket Street, P. O. Box 990, FRANCISTOWN.

Second Publication

Lost Deed of Transfer No. 100/87

NOTICE IS HEREBY GIVEN that we intend applying for a certified copy of Deed of Transfer No. 100/87 dated 9th March, 1987 in favour of Lynette Anne Dugmore in respect of:

CERTAIN: piece of land being Lot 5158, Selebi-Phikwe
SITUATE: in Selebi-Phikwe Extension 13
MEASURING: 693m² (Six Hundred and Ninety Three Square Metres);

All persons having objection to the issue of such copy are hereby required to lodge the same in writing with the Registrar of Deeds within three weeks from the last publication of this notice.

DATED at Francistown this 27th day of April, 1998.

P. MAJOKO & CO. Attorneys for Applicant, Office No. 3, Greenfell House, Blue Jacket Street,
 P. O. Box 990, FRANCISTOWN.

Second Publication

Alteration of Style of Business

NOTICE IS HEREBY GIVEN that the undersigned intends to apply for the change of style of Bottle Store to Bar Liquor Licence in respect of premises situated at Botlaote Ward, Serowe and that the Serowe/Palapye Sub-District has determined that the application shall be heard by the Sub Licensing Authority on 22nd June, 1998.

WELCOME SEROWE (PTY) LTD,
 t/a Sesakgaleng Bar, P. O. Box 60, SEROWE.

Second Publication

Notice of Application for a Change of Style

NOTICE IS HEREBY GIVEN that the undersigned intends to apply for a change of style of business from Bottle Store to Bar Liquor licence in respect of premises situated at Shakawe and that the Mahalapye Sub-District has determined that the application shall be heard by the Licensing Authority on 17th July, 1998.

NAMETSO PHETOGO, P. O. Box 1064, MAHALAPYE.

Second Publication

Amendment to Tender Notice No. GCC/13/98**SUPPLY OF TYRES**

GABORONE CITY COUNCIL wishes to inform Tenderers of the following amendments to the above Tender Notice which appeared in the Government gazette dated 29th of May and 5th June, 1998 respectively. It is hereby notified that General Condition 2 of the above tender notice should read as follow:

"Suppliers of Firestone, Michelin, Goodyear, Dunlop, India, Continental, Kelly and equivalent or better may tender

S.S. PATHMANAATHAN,
for/City Clerk.

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 378/93

In the matter between:

STANBIC BANK BOTSWANA LIMITED
(FORMERLY UNION BANK BOTSWANA LIMITED)
and
ALBERT UNENI MOSOJANE

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the incorporeal immovable property of the Defendant is hereby advertised for sale in execution as follows:

DATE OF SALE: Saturday 1st August, 1998
TIME: 10.00 a.m.
VENUE: Lot 2020, Molopo Street, Area S, Francistown;
PROPERTY TO BE SOLD: All Defendant's rights, title and interest in respect of Lot 2020, Molopo Street, Area S, Francistown and building improvements thereon comprising of lounge/dining room, combination room, three bedrooms, kitchen, electrified and telephone facilities.
CONDITIONS OF SALE Detailed conditions of sale may be inspected at the Offices of the Deputy Sheriff E.C. Carstens at suite Number 2, Ntloti House, Plot 16143, Blue Jacket Street, Francistown.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 3rd day of June, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*,
Dinatlwa Court, P.O. Box 882, GABORONE.

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1883/94

In the matter between:

TSWELELO (PTY) LIMITED
and
BOIKI VELILE MQHUM t/a UNCLE JOE'S RESTAURANT

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following property of the Defendant will be sold by public auction to the highest bidder by Deputy Sheriff as follows:

DATE OF SALE: 17th July, 1998
TIME: 10.30 a.m.
VENUE: Uncle Joe's Restaurant, Boseja Ward, Mochudi
PROPERTY TO BE SOLD: Certain Tribal Lot 2507, Boseja ward, Mochudi Village, measuring 1926 m², held under Memorandum of Agreement of Lease No. 517/92 dated 10th December 1994 in favour of Boiki Velile Mqhum together with the improvements thereon (Uncle Joe's Restaurant).
CONDITIONS OF SALE Detailed conditions of sale may be inspected at the Offices of KETS (Pty) Limited, Plot No. 2848, Extension 10, Gaborone.

DATED at Gaborone this 10th day of June, 1998.

DEPUTY SHERIFF TLHOPHO LOUIS KETSHABILE, c/o BRISCOE ATTORNEYS, *Plaintiff's Attorneys*,
Plot 222, Independence Avenue, P.O. Box 402492, GABORONE.

Second Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 932/95

In the matter between:

TSWELELO (PROPRIETARY) LIMITED
and
SCHOLASTICA LULU ROWLAND

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment and Writ of Execution of the above Honourable Court, the immovable property of the Defendant will be sold in execution by public auction to the highest bidder by Deputy Sheriff Caine Mogorosi in the manner herein after set out:

DATE OF SALE: 17th July, 1998
TIME: 10.00 a.m.
VENUE: Phakalane
PROPERTY TO BE SOLD: Lot 43047 Phakalane with improvements thereon;
SITUATED AT: Phakalane;
MEASURING: 1 281 square metres;
TERMS OF SALE: Cash or bank guaranteed cheques.
10% deposit payable immediately after the sale unless otherwise agreed.
Further terms available from Bashi Moesi Attorneys Telephone: 351112

DATED at Gaborone this 12th day of June, 1998.

DEPUTY SHERIFF C. MOGOROSI, c/o BASHI MOESI ATTORNEYS, *Plaintiff's Attorneys*,
Plot No. 10210/10211, Cnr. Nelson, Mandela Drive and Bodungwe Road, Private Bag BR 144, GABORONE.

Second Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 990/95

In the matter between:

BARCLAYS BANK OF BOTSWANA LIMITED
and
TSHEPO REGINA WAREUS t/a THE KIOSK

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment granted by the above Honourable Court, Defendant's property will be sold by public auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE: 4th July, 1998
TIME: 11.00 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 1 x 8 piece dining room suite, 1 x 5 piece sofas with coffee table, 1 x 1 Station Wagon Cressida Reg. B 918 AAW, 1 x 1 Cielo Salon Reg. B 528 ACM.
TERMS OF SALE: Cash or Bank guaranteed cheques immediately after sale.

DATED at Gaborone on this 18th day of June, 1998.

D.J. MOYO, c/o M.K. MOESI & CO., Plot 937, Thipe House, Extension 2,
P.O. Box 10193, GABORONE.

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1891/95

In the matter between:

FIRST NATIONAL BANK OF BOTSWANA LTD.
and
ARNOLD ROBERT MONYATSIWA

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following movable property of the above-named Defendant will be sold in execution by Deputy Sheriff Ikageng Swele in the manner herein after set out:

DATE OF SALE: Friday 10th July, 1998
TIME: 10.00 a.m.
VENUE: Francistown Magistrates Court
PROPERTY TO BE SOLD: 3 piece lounge suite, floor mat, coffee table, electric fan, Toshiba television, 3 piece room divider, electric fridge, wall pictures, M-net decoder and 6 burner gas stove.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 12th day of June, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*,
Dinatla Court, P.O. Box 882, GABORONE.

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1762/96

In the matter between:

TSWELELO (PTY) LIMITED
and
SHIRLEY MADIKWE t/a ITHUTENG DAY CARE CENTRE

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following property of the Defendant will be sold by public auction to the highest bidder by Deputy Sheriff as follows:

DATE OF SALE: 17th July, 1998
TIME: 10.00 a.m.
VENUE: Tribal Lot 1164, Ramotswa
PROPERTY TO BE SOLD: Piece of Land being Tribal Lot 1164, Ramotswa;
SITUATE AT: Ramotswa in the Bamalete Tribal Territory;
MEASURING: 2150 m2, held under Memorandum of Agreement of Lease No. 14/95 dated 19th January 1995, made in favour of Ithuteng Day Care centre and improvements thereon;
RESERVE PRICE: P85 000.00
CONDITIONS OF SALE: Detailed conditions of sale may be inspected at the Offices of Rams Services (Pty) Ltd, Plot No. 1867, Extension 4, Gaborone.

DATED at Gaborone this 17th day of June, 1998.

DEPUTY SHERIFF GAELE RAMATLAPANA, c/o BRISCOE ATTORNEYS, *Plaintiff's Attorneys*,
Plot 222, Independence Avenue, P.O. Box 402492, GABORONE.

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 2410/96

In the matter between:

**FIRST NATIONAL BANK OF BOTSWANA LTD
and
GEORGE MORUPISI t/a PANORAMA BAR**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following movable property of the above-named Defendant will be sold in execution by Deputy Sheriff Ikageng Swele in the manner herein after set out:

DATE OF SALE: Friday 10th July, 1998
TIME: 10.00 a.m.
VENUE: Francistown Magistrates Court
PROPERTY TO BE SOLD: 3 piece lounge suite, 4 piece lounge suite, Rowa television, Elsat satellite dish and receiver, floor mat, Zero fridge, 3 piece kitchen unit, 3 piece bedroom suite and 3 piece wardrobe.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 12th day of June, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*,
Dinatla Court, P.O. Box 882, GABORONE.

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 2440/96

In the matter between:

**TRACTOR & IMPLEMENT CENTRE (PTY) LTD
t/a CONTRACT BUILDING SUPPLIES
and
HARDROCK CONSTRUCTION (PTY) LTD**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following movable property of the Defendant will be sold by public auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE: 24th July, 1998
TIME: 10.00 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 1 x 1 Compaq computer with Printer, 1 R L Computer, 2 office desks, 2 office chairs, 1 Executive desk with 2 chairs, 1 Sanyo fax machine, 3 cabinets, 1 Nashua photocopier 4430, 1 desk with 3 chairs.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 16th day of June, 1998.

DEPUTY SHERIFF D.J. MOYO, c/o LERUMO MOGOBE, *LEGAL PRACTITIONERS*,
Plaintiff's Attorneys, Private Bag BO 249, GABORONE.

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 709/97

In the matter between:

FIRST NATIONAL BANK OF BOTSWANA LTD

Plaintiff

and

IA ENTERPRISES (PTY) LIMITED

1st Defendant

IQBAL MOHY-UD-DIN

2nd Defendant

SHAHEEDA IQBAL MOHY-UD-DIN

3rd Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following movable property of the above-named Defendants will be sold in execution by Deputy Sheriff Charles Sheldon in the manner herein after set out:

DATE OF SALE: Friday 17th July, 1998
TIME: 10.00 a.m.
VENUE: Lot 486, Mochudi
PROPERTY TO BE SOLD: Commercial and residential property with building improvements thereon;
CONDITIONS OF SALE: Detailed conditions of sale may be inspected at the Plaintiff's Offices or that of Deputy Sheriff Charles Sheldon, Plot 214, Independence Avenue, Gaborone.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 12th day of June, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*,
Dinatla Court, P.O. Box 882, GABORONE.

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT GABORONE**

Case No. 781/97

In the matter between:

STANBIC BANK OF BOTSWANA

Plaintiff

and

DIKAKANYO TERESA YOLISA PROCTOR

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property of the Defendant will be sold by public auction to the highest bidder as follows:

DATE OF SALE: Tuesday 4th August, 1998
TIME: 10.00 a.m.
VENUE: Plot 23654, Extension 20, Gaborone West
PROPERTY TO BE SOLD: Household property comprising of 4 piece lounge suite, video machine, Contest fridge, Fridge Master Deep Freezer, etc
TERMS OF SALE: Cash or bank guaranteed cheques at sale.

DATED at Gaborone this 16th day of June, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*,
Dinatla Court, P.O. Box 882, GABORONE.

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT GABORONE**

Case No. CC 781/97

In the matter between:

STANBIC BANK OF BOTSWANA
and
DIKAKANYO TERESA YOLISA PROCTOR

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following movable property of the Defendant will be sold by public auction to the highest bidder as follows:

DATE OF SALE: Tuesday 4th August, 1998
TIME: 10.00 a.m.
VENUE: Plot 23654, Extension 20, Gaborone West
PROPERTY TO BE SOLD: Plot 23643, Extension 20, Phase 4, Gaborone West. Measuring 660 m² (Six hundred and sixty square metres), in a residential property together with improvements thereon comprising of a three bedroomed house with a large master bedroom, study, lounge and dining rooms, kitchen, bathrooms, garage and screen wall around it.
CONDITIONS OF SALE Detailed conditions of sale may be inspected at the Offices of Charles Sheldon Auction Company, Plot 4876 Morupule Drive, Gaborone.

DATED at Gaborone this 16th day of June, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*,
Dinatla Court, P.O. Box 882, GABORONE.

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 925/97

In the matter between:

CP BUILDING MATERIALS (PTY) LIMITED
and
L & H CONSTRUCTION (PTY) LIMITED
JOANNE ELLITSON

Plaintiff

1st Defendant

2nd Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following immovable property of the above-named Defendants will be sold in execution by Deputy Sheriff Charles Sheldon in the manner herein after set out.

DATE OF SALE: Wednesday 15th July, 1998
TIME: 10.00 a.m.
VENUE: Lot 336, Mogoditshane
PROPERTY TO BE SOLD: Fully walled stand with substantial residential and workshop developments;
CONDITIONS OF SALE Detailed conditions of sale may be inspected at the Plaintiff's Offices or that of Deputy Sheriff Charles Sheldon, Plot 214, Independence Avenue, Gaborone.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 12th day of June, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*,
Dinatla Court, P.O. Box 882, GABORONE.

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1790/97

In the matter between:

PG INDUSTRIES BOTSWANA (PTY) LIMITED	<i>Plaintiff</i>
and	
BOIKAGO BUILDING CONSTRUCTION (PTY) LIMITED	<i>Defendant</i>

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following movable property of the above-named Defendants will be sold by the Deputy Sheriff Molebi Galeitsiwe in the manner herein set out:

DATE OF SALE:	10th July, 1998
TIME:	10.00 a.m.
VENUE:	Central Police Station
PROPERTY TO BE SOLD:	1 x Toyota Landcruiser, Registration Number B 872 ABG 1 x Nissan U.G. 78 7 Ton Truck Registration BG 3555
CONDITIONS OF SALE:	Cash or bank guaranteed cheques immediately after the sale. All items must be removed immediately after payment.

DATED at Gaborone on this 11th day of June, 1998.

ARMSTRONGS, *Plaintiff's Attorneys*, 5th Floor, Barclays House, Khama Crescent,
P.O. Box 1368, GABORONE.

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1917/97

In the matter between:

JUTA & COMPANY (PTY) LIMITED	<i>Plaintiff</i>
and	
SOUTHERN AFRICAN LITERATURE SOCIETY BOOK STORE	<i>Defendant</i>

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following movable property of the above-named Defendants will be sold by the Deputy Sheriff Molebi Galeitsiwe in the manner herein set out:

DATE OF SALE:	10th July, 1998
TIME:	10.00 a.m.
VENUE:	Central Police Station
PROPERTY TO BE SOLD:	Assorted school text books and assorted books.
CONDITIONS OF SALE:	Cash or bank guaranteed cheque immediately after the sale. All items must be removed immediately after payment.

DATED at Gaborone on this 12th day of June, 1998.

ARMSTRONGS, *Plaintiff's Attorneys*, 5th Floor, Barclays House, Khama Crescent,
P.O. Box 1368, GABORONE.

Second Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 283/98

In the matter between:

BARCLAYS BANK OF BOTSWANA LIMITED
 and
ANDREW KGOSIMOKGALO

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following property of the Defendant will be sold by public auction to the highest bidder by Deputy Sheriff as follows:

DATE OF SALE: 5th August, 1998
TIME: 10.30 a.m.
VENUE: Lot 1697, Gaborone, Portion of Lot 1290 Gaborone
PROPERTY TO BE SOLD: Piece of Land being Lot 1697, Gaborone. Portion of Lot 1290 Gaborone, situate in Gaborone Extension 7, measuring 5 000 square feet held under Deed of fixed period State Grant No. 314/85 dated 19th June, 1985 made in favour of Andrew Kgosi-mokgalo, a house with 3 bedrooms, sitting room, kitchen, bathroom toilet, screenwall and some improvements thereon
RESERVE PRICE: P120 000.00
CONDITIONS OF SALE: Detailed conditions of sale may be inspected at the Offices of Rams Services (Pty) Ltd, Plot No. 1867, Extension 4, Gaborone.

DATED at Gaborone this 17th day of June, 1998.

DEPUTY SHERIFF GAELAE RAMATLAPANA, c/o BRISCOE ATTORNEYS, *Plaintiff's Attorneys*,
 Plot 222, Independence Avenue, P.O. Box 402492, GABORONE.

Second Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 325/98

In the matter between:

BARCLAYS BANK OF BOTSWANA LIMITED
 and
ANIKIE KEANOLE MOTSWAGAE

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following property will be sold by public auction to the highest bidder by Deputy Sheriff as follows:

DATE OF SALE: 31st July, 1998
TIME: 10.30 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: KIC Fridge, 48kg gas cylinder, 4 burner gas stove Gol - Ster, 3 piece sofas (navy blue), floor mat, Technics music system, Phillips video machine, National T.V., coffee table, room divider, 3 piece bedroom suite, wall mirror and table, telephone stand, curtains.
TERMS OF SALE: Cash or bank guaranteed cheques will be accepted.

DATED at Gaborone this 15th day of June, 1998.

DEPUTY SHERIFF BEAUTY KGWATALALA, c/o BRISCOE ATTORNEYS, *Plaintiff's Attorneys*,
 Plot 222, Independence Avenue, P.O. Box 402492, GABORONE.

Second Publication

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GABORONE
HELD AT GABORONE**

Case No. G 1869/97

In the matter between:

KEPKA ENTERPRISES (PTY) LTD
and
PINKIE SETLALEKGOSI

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following property shall be sold by public auction by Deputy Sheriff Caine Mogorosi:

DATE OF SALE: 3rd July, 1998
TIME: 10.30 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 1 x Phillips T.V.
1 x Panasonic video machine
1 x Panasonic music system
1 x Wall mirror
1 x T.V. stand
1 x Glass table
1 x Electric fan
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 15th day of June, 1998.

HAZEL TODD ATTORNEYS, *Plaintiff's Attorneys*, Plot 10290, Maru-a-Pula,
P.O. Box 403506, GABORONE. TEL: 352370.

Second Publication

**IN THE SUBORDINATE COURT FOR THE GABORONE MAGISTERIAL DISTRICT
HELD AT GABORONE**

Case No. G 1511/97

In the matter between:

B.G.I. LIQUOR
and
K.S. MOPHUTING

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property of the Defendant will be sold by public auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE: 11th July, 1998
TIME: 10.00 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 1 x 1 Colour T.V.
1 x 1 KIC Fridge
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 9th day of June, 1998.

LERUMO MOGOBE, LEGAL PRACTITIONERS, *Plaintiff's Attorneys*,
Private Bag BO 249, GABORONE.

Second Publication

**IN THE SUBORDINATE COURT OF THE FIRST CLASS FOR THE GABORONE
MAGISTERIAL DISTRICT
HELD AT GABORONE**

Case No. G 3392/96

In the matter between:

**BARCLAYS BANK OF BOTSWANA
and
BILLY MOLEMA GAOGAKWE**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following property will be sold by public auction by Deputy Sheriff to the highest bidder as follows:

DATE OF SALE: 27th June, 1998
TIME: 10.00 a.m.
VENUE: Jwaneng Police Station
PROPERTY TO BE SOLD: 3 piece wall unit, coffee table, Phillips T.V., Phillips VCR, 8 piece lounge suite, Kelvinator electric fridge and KIC deep freezer.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 9th day of June, 1998.

DEPUTY SHERIFF T. KETSHABILE, c/o CHIBANDA, MAKGALEMELE & COMPANY,
Plaintiff's Attorneys, P.O. Box 1401, GABORONE. TEL: 311503/FAX: 311504

Second Publication

**IN THE SUBORDINATE COURT OF THE FIRST CLASS FOR THE GABORONE
MAGISTERIAL DISTRICT
HELD AT GABORONE**

Case No. G 2722/97

In the matter between:

**FIRST NATIONAL BANK OF BOTSWANA LTD
and
TAPIWA TIRO WETSHOOTSI**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following movable property of the Defendant will be sold in execution as follows:

DATE OF SALE: Saturday 11th July, 1998
TIME: 10.00 a.m.
VENUE: Letlhakane Customary Court
PROPERTY TO BE SOLD: 3 piece wall unit, Elsat satellite dish and receiver, 4 burner gas stove, 48kg gas cylinder, 4 piece sofas, 2 sofas, floor mat, coffee table.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 12th day of June, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*,
 Dinatla Court, P.O. Box 882, GABORONE.

Second Publication

Republic of Botswana — Central Transport Organisation

AUCTION SALE OF GOVERNMENT BOARDED VEHICLES

IT IS NOTIFIED for the general information that auction sale of Government Boarded Vehicles would be conducted at CTO depot as indicated below:

- | | |
|----------------|-----------------|
| 1. Tsabong | 2nd July, 1998 |
| 2. Lobatse | 8th July, 1998 |
| 3. Maun | 15th July, 1998 |
| 4. Francistown | 16th July, 1998 |

Collection of deposit would start at 07.30 hrs and the sale at 0930 hrs

CONDITIONS OF SALES

1. Items would be sold in lot numbers to the highest bidder.
2. The Government reserves to reject any bid whether or not the highest.
3. Payment of Deposit.
 - 3.1 Bidders wishing to participate should pay P1000 refundable deposit for each vehicle, he/she intends to buy. (for example a bidder wishing to buy 5 vehicles should pay a total of P5000 in advance as deposit).
 - 3.2 After each successful bid the auctioneer will collect the bidding card.
4. Payment must be made by cash of bank certified cheques immediately after the auction. Any successful bidder who fails to make payment immediately will lose the deposit paid to the government and those items not paid for will be re-auctioned immediately or at later date to be decided by the government.
5. All items sold are to be removed from CTO premises soon after the auction and the government will not be responsible for the safety of sold items. Removal of any item would be allowed only on presentation of an official receipt of purchase. The ownership of items not removed within seven days after the sale will revert back to the government without any compensation to the buyer. No refund of money will be made.
6. items are offered "as in the condition" without any warranty expressed or implied.
7. bidders who were not successful in any bid should collect the deposit before leaving CTO premises.
8. For further information contact CTO Telephone No. 371776 or 356391.

T.N. PHENDU,
for General Manager.

Third Publication

Licences

NOTICE IS HEREBY given that the undersigned intends to apply for a certificate in terms of section 9 of the Trade and Liquor Act, (Cap. 43:02) of 1987) to obtain a:

<i>Name and address</i>	<i>Type of Licence</i>	<i>Location</i>	<i>Council</i>	<i>Date of Hearing</i>
Caledonian Enterprises (Pty) Ltd, K & M Business & Secretarial Services (Pty) Ltd, P.O. Box 29, Gaborone.	Fresh Produce	Lot 5367, Ext. 7, Gaborone	Gaborone City Council	8.7.98
SKYE Africa (Pty) Ltd, t/a Homaid, c/o M.B.I. (Pty) Ltd, Private Bag BR 45, Gaborone.	Restaurant/Take-Away	Kiosk No. 6, Kagiso Centre	Gaborone City Council	8.7.98
Score Supermarkets (Botswana) (Pty) Ltd, K & M Business & Secretarial Services (Pty) Ltd, P.O. Box 29, Gaborone.	Supermarket	Lot 50423, Ext. 12	Gaborone City Council	8.7.98
Silver Scissors (Pty) Ltd, t/a Cherry Blossom, P.O. Box 41250, Gaborone.	General Wholesale	Plot 10212, Mokolwane Road	Gaborone City Council	8.7.98
Deemal (Pty) Limited, P.O. Box 30401, Tlokweng.	Garage/Workshop	Lot 4789, Old Industrial Site Gaborone	Gaborone City Council	8.7.98
Armour Systems and Projects Botswana (Pty) Ltd, Private Bag 00364, Gaborone.	Workshop (Specializing in vehicle safety and security)	Plot 20312, Broadhurst Industrial	Gaborone City Council	15.7.98
SunBird Agencies (Pty) Ltd, t/a SunBird Cellular, P.O. Box 47, Gaborone.	Workshop	Lot 5620, Ext. 20	Gaborone City Council	8.7.98
Whizz (Pty) Ltd, c/o Helfer & Company, P.O. Box 906, Gaborone.	Hair Dressing Salon	Shop Unit 11, Plots 8911 and 13964, Gaborone	Gaborone City Council	8.7.98
Gaborone Commodity Marketing (Pty) Ltd, P.O. Box 2160, Gaborone.	Speciality (computer consumables mouse, modems)	8885 Ext. 2, African Mall	Gaborone City Council	.98
Haike International, Import & Export (Pty) Ltd, LBG Business Services,	Speciality: (clothing, bags, cosmetics, shoes, jewellery, bedding, electrical, cassettes)	Plot 6377 , Shop No. 3, Ext. 1, Madirelo Shopping Centre	Gaborone City Council	8.7.98
SunBird Agencies (Pty) Ltd, t/a SunBird Cellular, P.O. Box 47, Gaborone.	Specialised Dealer: (cellular phones, photo-copying machines, fax machines and other electrical machines.	Lot 5620, Ext. 16	Gaborone City Council	8.7.98

Bonnies Investments (Pty) Ltd, c/o Chartacc Bussiness Services, P.O. Box 28, Francistown.	Workshop: battery charging and distilled water.	Plot 6227 Light Industrial Area, Francistown	Francistown City Council	14.7.98
Anka Botswana (Pty) Ltd, c/o A & M Services (Pty) Ltd, P.O. Box 247, Francistown.	Speciality in cosmetics, jewellery, gift articles, clothing, electrical, electronics items and, watches.	Plot 6144, Shop No. 18 Francistown	Francistown City Council	7.7.98
Prospeed (Pty) Ltd, c/o A & M Services (Pty) Ltd, P.O. Box 247, Francistown.	Speciality in motor spares and accessories.	Plot 1535, LIA Francistown	Francistown City Council	7.7.98
Khuyana Investments (Pty) Ltd, c/o Business Package Consultants (Pty) Ltd, P.O. Box 148, Selebi-Phikwe.	Liquor Restaurant	Plot 2657 Selebi-Phikwe	Selebi-Phikwe Local Authority	24.7.98
Marples Enterprises (Pty) Ltd, c/o Business Package Consultants (Pty) Ltd, P.O. Box 148, Selebi-Phikwe.	Specialised (hardware, building materials, and cement)	Shop No. 13 Selebi-Phikwe	Selebi-Phikwe Local Authority	24.7.98
Adameu Botswana (Pty) Ltd, c/o Kalego Business Services (Pty) Ltd, P.O. Box 1345, Gaborone.	Speciality (clothing, chinaware, radios, televisions, hifis, domestic hardware luggage-ware videos electronic goods and appliances.	Lot 316 Lobatse	Lobatse Town Council	14.7.98
Squires (Pty) Ltd, Private Bag 115, Gaborone.	Specialised Dealers to sell shoes, leather goods and accessories.	Plot 3114, Lobatse Mall Shop 4,	Lobatse Town Council	14.7.98
Taku (Pty) Ltd, Private Bag 115, Gaborone.	Specialised Dealers to sell shoes, leather goods and accessories.	Plot 3114, Lobatse Mall Shop 4	Lobatse Town Council	14.7.98
Yadco General Dealer, P.O. Box 1785, Molepolole,	General Dealer	Lekgwapeng Ward, Molepolole	Kweneng District Council	30.6.98
Samuel Mashiga, P.O. Box 10118, Lobatse.	Bar	Molapowabojang	Southern District Council	15.6.98
Kedirebole Kelosiwang, P.O. Box M 167, Kanye.	Bottle Store	Lorolwane	Southern District Council	28.7.98
Johannes M. Kgetse, P.O. Box 1241, Mochudi.	Fresh Produce	Rammopyana Ward, Mochudi	Kgatlang District Council	7.7.98
Ruth S. Mekgwe, P.O. Box 937, Mochudi.	Restaurant Liquor	Pilane, Mochudi	Kgatlang District Council	7.7.98
Andy Refrigeration (Pty) Ltd, Andrias Mambo Chawatama, P.O. Box 30910, Tlokweng.	Workshop	Plot 110, Botshabelo Ward, Tlokweng	South East District Council	29.7.98
Nature's Way Botswana Health Shop,	General Dealer and Fresh Produce	Lotsane Ward	Serowe/Palapye District Council	.6.98

P.O. Box 781, Mogoditshane. Patricia Botshelo, P.O. Box 31681, Rasebolai Post Office, Serowe.	Fresh Produce	Paje Village	Serowe/Palapye District Council	17.7.98
G.M.B. Olefifile, c/o P.O. Box 173, Palapye.	Baja Bar and Bottle Store	Serowe	Serowe/Palapye District Council	.6.98
Patricia Botshelo, P.O. Box 31681, Rasebolai Post Office, Serowe.	Bar Liquor	Paje Village	Serowe/Palapye District Council	17.7.98
Mak-Den Panel Beaters, P.O. Box 779, Serowe.	Garage/Workshop	Kgope Ward, Serowe	Serowe/Palapye District Council	.6.98
J.H. Kim, Kia Motors (Pty) Ltd, P.O. Box 826, Lobatse.	Motor Dealer	4 Connection Complex, Plot 90, Palapye	Serowe/Palapye District Council	17.7.98
Dr Ronald Isaac Sibanda, Bethani Butchery, P.O. Box 117, Ramokgwebana.	General Dealer	Ramokgwebana	North East District Council	29.7.98
Squires (Pty) Ltd, Private Bag 115, Gaborone.	Specialised Dealers to sell shoes, leather goods and accessories.	Maun New Mall, Plot 432, Shop 2, Plot 579, Boseja, Maun	North West District Council	29.7.98
Kojan Industries (Pty) Ltd, c/o Huges & Co., P.O. Box 576, Selebi-Phikwe.	Garage/Workshop		Maun Local Licensing Authority	30.6.98
David K. Letshwao, P.O. Box 455, Shakawe.	Hair Salon and Boutique	Shakawe and Gumare	Maun Local Licensing Authority	.6.98
Ngaka Tsapo, P.O. Box 48, Shakawe.	Bottle Store	Ngarange	Gumare Local Licensing Authority	23.7.98
Cain Keoagile Malezimba, P.O. Box 1432, Mogoditshane.	Specialised Dealer (books, stationery, christian literature, office equipment)	Ghanzi	Ghanzi District Council	7.98
Tshegofatso B. Gengezha, P.O. Box 282, Selebi-Phikwe.	General Dealer	Sefophe	Bobirwa Sub- District Council	17.7.98
Thusanang Basuti, P.O. Box 393, Bobonong.	Bar	Sefophe	Bobirwa Sub- District Council	17.7.98
Thusanang Basuti, P.O. Box 393, Bobonong.	Bottle Store	Sefophe	Bobirwa Sub- District Council	17.7.98
Drecco (Pty) Ltd, c/o Rebatho Holdings and Business Services (Pty) Ltd, Represented by: Rebatho Holdings and Business Services (Pty) Ltd, Krista (Pty) Ltd, c/o P.O. Box 1966, Gaborone. Represented by: Mullan and Associates (Pty) Ltd,	Agency Debt collection	Suite 1A Tswana House, The Mall, Gaborone	National Licensing Authority	.98
	Agency International buying Agency: items to include curios, artifacts, arts andcrafts, paintings and batiks, toys, clothing, ornaments and earrings, items for the tourist	Plot 102, Industrial Maun	National Licensing Authority	.98.

Joel M. Ratsheko, Discount Cash & Carry (Pty) Ltd, P.O. Box 1345, Gaborone. Represented by: Kalego Business Services	safari industry Agency: Leather jacket, bags cosmetics, African attire and watches	Throughout Botswana	National Licensing Authority	.98
Joel M. Ratsheko, Yang and Brother (Pty) Ltd, P.O. Box 1345, Gaborone. Represented by: Kalego Business Services	Agency: clothing, Chinaware, televisions, Hifis, domestic, hardware, luggage, ware and electronic goods and appliances	Throughout Botswana	National Licensing Authority	.98
Choice Interior, c/o G.T.M. Consultancy (Pty) Ltd, P.O. Box 2438, Gaborone. Represented by: G.T.M. Personnel Consultancy and Secretarial Services	Import & Export kitchen units, wooden door frames, sliding doors, ceiling deco- rations and various designs of office fur- niture, gifts items and jewellery, clothing	Plot 14430/6, Gaborone West, Gaborone	National Licensing Authority	.98
Zheng DA (Pty) Ltd, P.O. Box 41285, Gaborone. Represented by: Xia Yue Rong	Import/Exporter clothing, food stuff including Chinese noddles, and fancy goods i.e. (cigarrette lighters, decorating items, soverniers and gift items)	Plot 6397, Ext. 16, Broadhurst	National Licensing Authority	7.98
Vijay Iype Varghese, Super Trading (Pty) Ltd, Private Bag 172, Bontleng, Gaborone. Represented by: Matildah Noko Private Bag BO 172, Bontleng, Gaborone.	Import/Export sports equipment and sports goods including kits shoes etc, cleaning equipment for house holds and office inclu- ding accessories and materials, office equip- ment including computers, copiers, accessories and stationery, food cereals pulses, beans rice and samp processed food, jam, butter etc, perishables like fruits, vegetables and processed meat.	Plot 5119, Mogoditshane	National Licensing Authority	7.98
Albasina Hume, Baraka Enterprises (Pty) Ltd, P.O. Box 288, Francistown. Represented by: Self	Agent: building materials, food stuff, clothings, carvings, tanneries and traditional hand bags	Lot 252 BGI Complex, Francistown	National Licensing Authority	.98

Licences

NOTICE IS HEREBY given that the undersigned intends to apply for a certificate in terms of section 9 of the Trade and Liquor Act, (Cap. 43:02) of 1987) to obtain a:

<i>Name and Address</i>	<i>Type of Licence</i>	<i>Location</i>	<i>Council</i>	<i>Date of Hearing</i>
X.L Group (Pty) Ltd, c/o Alisra Business Services (Pty) Ltd, P.O. Box 20900, Gaborone.	Restaurant (coffies, teas, juices, hot chocolates, sandwiches, snacks, cakes, fried meat and coffee beans Take Away	Plot 2766, Extension 9, Gaborone	Gaborone City Council	12.8.98
Phodiso Kahuma, P.O. Box 41115, Gaborone.		Plot No. 8027, Tsholofelo, BSB Mall, Plot 28891, Gaborone West	Gaborone City Council	8.7.98
G.A.M. Auto Services (Pty) Ltd, c/o Private Bag 00351, P.O. Box 351, Gaborone.	Workshop (repairing motor vehicles)		Gaborone City Council	12.8.98
Top Five (Pty) Ltd, c/o Alisra Business Services (Pty) Ltd, P.O. Box 20900, Gaborone.	Workshop (repairing of computing, type- writers, and photo- copiers)	Plot 17397, Plaza 14, Complex	Gaborone City Council	12.8.98
Francistown Engineers (Pty) Ltd, t/a F.E.S. c/o Alisra Business Services (Pty) Ltd, P.O. Box 20900, Gaborone.	Workshop (repairing cars, trucks and selling second hands)	Plot 14455, BDC Unit 2, Gaborone West	Gaborone City Council	12.8.98
Hostone (Pty) Ltd, c/o K & M Business & Secretarial Services (Pty) Ltd, P.O. Box 29, Gaborone.	Wholesale	Lot No. 1246, Extension 6, Gaborone	Gaborone City Council	8.7.98
Gentech (Pty) Ltd, c/o P.O. Box 101, Gaborone.	Speciality	Plot 14425, Gaborone West	Gaborone City Council	8.7.98
Xiong Da Import & Export (Pty) Ltd, c/o L.B.G. Business Services (Pty) Ltd, Gaborone.	Speciality (clothing, bags, radios, watches, perfumes, cassettes shoes, bedding, jewellery and electrical appliances	Plot 1094/1107, Main Mall	Gaborone City Council	8.7.98
Abstract Investments (Pty) Ltd, t/a J.A.M. International Clothing Co., c/o Motlhagodi & Motsamai, Plot 3114, Letsholathebe Street, P.O. Box 629, Lobatse.	Speciality (franchise) (clothing, shoes, accessories)	Plot 5618, Lejara Road, Broadhurst Industrial, Gaborone	Gaborone City Council	8.7.98

Rodell Paper Manufacturers (Pty) Ltd, Private Bag 130, Gaborone.	Speciality (electric and electronic goods/ equipment	14447, Unit 9, Gaborone West	Gaborone City Council	8.7.98
Densu (Pty) Ltd, P.O. Box 601454, Gaborone.	Specialised Dealer to trade in computers, computers accessories, printers, printers accessories, computer stationery, books and stationery, office equipments, electrical equipments and appliances and gifts	Plot 10319, White City, Gaborone	Gaborone City Council	8.7.98
Taurus Fitment Centre (Pty) Ltd, P.O. Box 149, Gaborone.	Specialised Dealer	Plot 14467, Gaborone	Gaborone City Council	8.7.98
Airtime (Pty) Ltd, P.O. Box 2331, Gaborone.	Specialised Dealer cellular phones, aerials, batteries, accessories repairs and contract	Plot 1116/7, Gaborone	Gaborone City Council	8.7.98
Bergers Botswana (Pty) Ltd, c/o P.O. Box 101, Gaborone.	Specialised Dealer	Plot 5618, Lejara Road, Gaborone	Gaborone City Council	12.8.98
Ooh La La (Pty) Ltd, Private Bag 23, Lobatse.	Specialised Dealer	Shop No. 5, Corner Kaunda & South Ring Road, Gaborone	Gaborone City Council	.98
Paradise (Pty) Ltd, c/o Alisra Business Services (Pty) Ltd, P.O. Box 20900, Gaborone.	Specialised Dealer (electronics, hardware, jewellerys and appliances)	Plot 5397, Village, Gaborone	Gaborone City Council	12.8.98
Vetprom (Pty) Ltd, c/o Sukar & Sukar Accounting Offices (Pty) Ltd, P.O. Box 201375, Gaborone.	Manufacturing (stock feeds)	Plot 3, Gabane Mogoditshane	Gaborone City Council	.98
Vetprom (Pty) Ltd, c/o Sukar & Sukar Accounting Offices (Pty) Ltd, P.O. Box 201375, Gaborone.	Manufacturing (spices)	Plot 3, Gabane Mogoditshane	Gaborone City Council	.98
Morekwa Rante, P.O. Box 284, Thamaga.	General Dealer	Morepo Ward, Thamaga	Kweneng District Council	21.7.98
The Marketing Club, t/a The Ben Pool Bar, P.O. Box 41192, Gaborone.	Bar	Mogoditshane	Kweneng District Council	21.7.98

Lekadiba Bar & Bottle Store, c/o Q.G. Kwelagobe, P.O. Box 1401, Gaborone.	Bar & Restaurant	Mogoditshane	Kweneng District Council	21.7.98
Doreen Kolwane, P.O. Box 173, Pitsane.	General Dealer	Pitsane	Southern District Council	28.7.98
Tshosa P. Laletsang, P.O. Box 121, Manyana.	General Dealer	Manyana Village	Southern District Council	28.7.98
B.M. Kesenye, P.O. Box 58, Moshupa.	General Dealer and Fresh Produce	Moshupa	Southern District Council	28.7.98
Tshwenyane Shobe, P.O. Box 137, Sedibeng.	Bar	Loporung Village	Southern District Council	28.7.98
Stephanus C. Bruwer, P.O. Box 68, Mabutsane.	Filling Station	Mabutsane	Southern District Council	7.7.98
Sebe Ephraim Mmila, P.O. Box 38, Pitsane.	Fresh Produce (butchery)	Rakhuna Village	Southern District Council	28.7.98
Moagi Tebogo, Snacks Shop, P.O. Box 147, Mochudi.	General Dealer	Mochudi	Kgatlang District Council	.98
Rapula Mankge, P.O. Box 20633, Mochudi.	General Dealer	Ntshinoge	Kgatlang District Council	7.7.98
Evelyn Sananapo Petje, P.O. Box 202193, Bontleng.	Bar, butcher and General Dealer	Mabalane Village	Kgatlang District Council	7.7.98
Dintle Rapoo, P.O. Box 493, Mochudi.	Restaurant Liquor	Makakatlela	Kgatlang District Council	7.7.98
Sophie Noah, P.O. Box 703, Mochudi.	Bar Liquor and Fresh Produce	Rasesa Village	Kgatlang District Council	7.7.98
Donald Seleke, P.O. Box 379, Mochudi.	Bar Liquor	Boseja Ward Mochudi	Kgatlang District Council	7.7.98
Nor Freeze Refrigeration (Pty) Ltd, c/o A & M Services (Pty) Ltd, P.O. Box 247, Francistown.	Speciality clothing, jewellery, footwear, fabrics, curtaining, dress fabrics, suits, wool blankets, linen, duvets, haberdashery, sewing machines and patterns, electrical and electronics, furniture, carpets, upholstry	Plot 259, Shop No. 5, Francistown	Francistown City Council	14.7.98

Mpho Mountain, t/a Your Way Boutique, P.O. Box 10825, Tati-Town, Francistown.	Specialised Dealer (Boutique)	Plot 467/8 Blue Jacket Street, Francistown	Francistown City Council	14.7.98
A.T. Shashane, P.O. Box 10276, Palapye.	Butchery, Fresh Produce and General Dealer	Lotsane Ward, Palapye	Serowe/Palapye Sub-District Council	17.7.98
U & K Fashion Era (Pty) Ltd, c/o Page Alliance Services (Pty) Ltd, Private Bag 41, Palapye.	Hair & Beauty Saloon and Boutique	Makwapa Building, Palapye Junction	Serowe/Palapye Sub-District Council	17.7.98
U & K Fashion Era (Pty) Ltd, c/o Page Alliance Services (Pty) Ltd, Private Bag 41, Palapye.	Specialised Dealer (to sell electronic and electrical appliances, jewellery, gift items cosmetics, materials, household items etc)	Plot 79, Makwapa, Palapye Junction	Serowe/Palapye Sub-District Council	17.7.98
Wamu Pharmacy (Pty) Ltd, t/a Multistore, c/o Motlhagodi & Motsamai, Plot 3114, Letsholathebe Street, P.O. Box 629, Lobatse.	Speciality (gifts and decorative items, health and beauty products)	Plot 211, Lobatse	Lobatse Town Council	14.7.98
Marples Enterprises (Pty) Ltd, c/o Business Package Consultants (Pty) Ltd, P.O. Box 148, Selebi-Phikwe.	Specialised Dealer (hardware, building materials, cement)	Shop No. 13, Plot 5251, Lesedi Mall,	Selebi-Phikwe Town Council	24.7.98
Khuyana Investments (Pty) Ltd, c/o Business Package Consultants (Pty) Ltd, P.O. Box 148, Selebi-Phikwe.	Liquor Restaurant	Plot No. 2657, Selebi-Phikwe	Selebi-Phikwe Town Council	24.7.98
Molese General Dealer, c/o Alisra Business Services (Pty) Ltd, P.O. Box 7, Selebi-Phikwe.	General Dealer (groceries, clothing, sumsung software, cosmetics and gas)	Pilikwe Village Basimane Ward,	Mahalapye Sub- District Council	17.7.98
Marrietta Onalenna Magaga, P.O. Box 1713, Mahalapye.	Hair Salon	Plot No. 1247, Xhosa 1, Mahalapye	Mahalapye Sub- District Council	17.7.98
Marrietta Onalenna Magaga, P.O. Box 1713, Mahalapye.	Boutique	Plot No. 1247, Xhosa 1, Mahalapye	Mahalapye Sub- District Council	17.7.98
Bobonong Coop Fresh Produce, c/o Bobonong Multipurpose Cooperative Society (Pty) Ltd, Private Bag 9, Bobonong.	Fresh Produce	The Mall, Bobonong	Bobirwa Sub- District Council	.98

Gaborone Fashion World (Pty) Ltd, t/a Explosion, c/o Cooperative Intelligence (Pty) Ltd, Corporate Secretaries & Business Services (Pty) Ltd, P.O. Box 10127, Gaborone.	Fresh Produce	Farm 8 KD, Tlokwen	South East District Council	7.98
Thina Masoko, P.O. Box V502, Ramotswa.	Fresh Produce	Goo-Moeng, Ramotswa	South East District Council	7.98
Mmapula Mokgosi, P.O. Box V349, Ramotswa.	Take Away/Restaurant and General Dealer	Goo-Tshiello, Ramotswa	South East District Council	29.7.98
Gaborone Fashion World (Pty) Ltd, t/a Explosion, c/o Cooperative Intelligence (Pty) Ltd, Corporate Secretaries & Business Services (Pty) Ltd, P.O. Box 10127, Gaborone.	Garage/Workshop	Farm 8 KD, Tlokwen	South East District Council	7.98
Gaborone Fashion World (Pty) Ltd, t/a Explosion, c/o Cooperative Intelligence (Pty) Ltd, Corporate Secretaries & Business Services (Pty) Ltd, P.O. Box 10127, Gaborone.	Motor Dealers	Farm 8 KD, Tlokwen	South East District Council	7.98
Gaborone Fashion World (Pty) Ltd, t/a Explosion, c/o Cooperative Intelligence (Pty) Ltd, Corporate Secretaries & Business Services (Pty) Ltd, P.O. Box 10127, Gaborone.	Petrol Filling Station (oils and paraffin)	Farm 8 KD, Tlokwen	South East District Council	7.98
B.M.C. Sports Club, Private Bag 62, Maun.	Club Liquor	BMC Housing Complex, Opposite VTC Maun	Maun Sub-District Council	28.7.98
Dikatlholo Samowanga, P.O. Box 608, Maun.	Bar Liquor	Motopi	Letlhakane Sub-District Council	.98
Shingani Dingi, P.O. Box 188, Nkange.	General Dealer	Senete	Tutume Sub-District Council	17.7.98
Jwaneng Rugby Club, Private Bag 06, Jwaneng.	Club Liquor	Plot No. 2624, Jwaneng	Jwaneng Town Council	15.7.98

Sanqi Enterprises (Pty) Ltd, Private Bag BR 332, Broadhurst, Gaborone.	Specialised Dealer	Plot 828, Jwaneng Mall	Jwaneng Town Council	15.7.98
Masunga Filling Station, P.O. Box 12, Masunga.	Take Away and Garage Workshop	Masunga	North East District Council	29.7.98
Nana Simon, P.O. Box 90, Ramokgwebana.	Speciality	Ramokgwebana	North East District Council	29.7.98
Paul Mogapi, P.O. Box 106, Matsiloje.	Bar Liquor		North East District Council	29.7.98
De Graaff, Vickerman and Nikate, P.O. Box 19, Ghanzi.	Supermarket/ Take Away, Restaurant and Fresh Produce	Ghanzi	Ghanzi District Council	23.7.98
Sam Hiwii, Private Bag 77, Charleshill.	Fresh Produce	Makunda	Ghanzi District Council	23.7.98
Onkemetse Ping, P.O. Box 67, Ncojane.	Fresh Produce	Nojane	Ghanzi District Council	23.7.98
Sunday Maria Moletse, c/o Kanagas Brooding School, P.O. Box 102, Charleshill. Ghanzi.	Hair Dressing Salon	Charleshill	Ghanzi District Council	23.7.98
Anokhee Investments (Pty) Ltd, c/o Corporate Business Intelligence (Pty) Ltd, Corporate Secretaries & Business Services (Pty) Ltd, P.O. Box 10127, Gaborone.	Agency packaging products, jute products, poly propylene bags, sheeting, garments fabrics, stationery products, catering equipments, food grains fertilizers	Plot 947, Kaunda Road Extension 2	National Licensing Authority	.98
Methan Import & Export, P.O. Box 10181, Lobatse.	Import/Export machinery, clothing construction material electrical goods, computers and software, trucks, earth moving equip- ment, leather goods etc	Lobatse	National Licensing Authority	.98

First Publication

Jwaneng Town Council — Tender No. JTC/SA/2/98**SUPPLY AND DELIVERY OF UNIFORMS,
PROTECTIVE CLOTHING AND FOOTWEAR**

JWANENG TOWN COUNCIL invites tenders for the supply and delivery of uniforms, protective clothing and footwear items.

Tender documents are obtainable from the office of Senior Supplies Officer, Jwaneng Town Council.

Tenders must be in a clear sealed envelope, clearly marked, "Tender No. JTC/SA/2/98 — Supply and Delivery of Uniforms, Protective Clothing and Footwear" addressed to: Town Clerk, Jwaneng Town Council, Private Bag 01, Jwaneng. And must reach his office on or before Friday July 31st 1998 at 1200 hours.

Opening will be at 1400 hours on the same day tenderers wishing to witness the opening are free to do so.

Tenderers are requested to send finished samples tagged with the suppliers name and item number. Notwithstanding anything contained in the foregoing, Jwaneng Town Council will not be bound to accept the lowest or any tender nor furnish reasons for unsuccessful tender. Tenders without samples will be disqualified. Faxed and late tenders will be disqualified.

K. PULE,
for Town Clerk.

First Publication

Ghanzi District Council — Tender No. GDC 26/98**SUPPLY OF SCHOOL UNIFORMS, CASUAL CLOTHING
BLANKETS, SHEETS, BEDSPREADS AND BAGS**

GHANZI DISTRICT COUNCIL invites tenders for the supply of both Primary, Secondary schools and Vocational Training Centres, uniforms, blankets, casual clothing, bedspreads, sheets and bags.

Tender documents should be obtained from Remote Area Development Programme (RADP) office in Ghanzi.

Completed tenders should be submitted in plain sealed envelopes clearly marked "Tender No. GDC/26/98 — Supply of School Uniforms" and addressed to: Council Secretary, Ghanzi District Council, Private Bag 0015, Ghanzi. This shall be posted in the tender box in the Council Secretary's Office not later than 6th August 1998 at 0900 hours closing date.

The Public Tender opening shall commence in the Council Chamber at 0900 hours in Ghanzi on the same date 6th August, 1998. Suppliers are requested to bring with them samples.

Ghanzi District Council is not obliged to accept the lowest or any tender nor give reasons for rejection of any tender. Council shall not be responsible for any expenses incurred in the preparation of the Tender. Telephonic, faxed and tenders sent under registered post will not be accepted.

W.M. MACHAO,
for Council Secretary.

First Publication

North East District Council — Tender No. NE 10 of 1998**SUPPLY OF DISTRICT COUNCIL ROADS UNIT TOOLS**

TENDERS ARE INVITED by North East District Council to supply the following tools:

Flat pan Wheelbarrow	x 30
Concrete wheelbarrow	x 10
Pick head	x 300
Pick axe	x 300
Mattock cutter	x 200
Shovel round nose	x 150
Spade	x 150
Thatching Twine 1kg x10	x 10 boxes
30m steel tape	x 30

Line level	x 50
Bustard file	x 10
16 tooth steel rake	x 200
Felling axe	x 50
Wooden pick handles	x 400
Panga/Bush knife	x 30
Fish line (15m)	x 6
Grass slasher	x 150
Musking tape 25mm x3m or 4.0m	x 100
Water bag 5 litres	x 20
Gauging trowel	x 2
Building trowel	x 2
Cold chisel 200mm length	x 2
Plastering trowel	x 2
Block brush	x 2
Wooden float	x 2
Straight edge 1.80m	x 2
5m Tape (steel)	x 5
3m Tape (steel)	x 5
1.8kg Hammer	x 5
Pliers fencing 300mm H/duty	x 5
Hacksaw blades flex 18/32T	x 10
Channel PF 100x50mm 6m	x 40
210 litres galvanised steel water drum	x 40
Shutter boards 1.2m x 2.4m (treated)	x 40

***IMPORTANT NOTICE TO ALL TENDERERS:**

1. The rates quoted must remain firm for a period of 9 months from the date of award of this tender.
2. The quantities given may be more or less on some items indicated.

Tender documents are available after payment of a non refundable fee of P40,00 to the North East District Council Revenue. Documents can be obtained at Office No. 119, Rural Administration Centre, Masunga during normal office hours.

Tenders in plain sealed envelope clearly marked "Tender No. NE 10 of 1998 — Supply of District Council Roads Unit Tools" shall be addressed to the office of: Council Secretary, North East District Council, Private Bag 004, Masunga, not later than 9 a.m. on the 16th July, 1998.

Tenders will be opened the same day at 9 a.m. in the Council Chamber in the presence of any tenderer who may wish to be present. North East District Council is not bound to accept lowest or any tender and will not assign any reasons for non-acceptance of the tender. The Council will not be held responsible for any cost incurred in the preparation of this tender.

K. ITISENG,
for Council Secretary.

First Publication

North East District Council — Tender No. NE 11 OF 1998

SUPPLY OF STOCK BRICKS, CONCRETE STONES AND CEMENT

TENDERS ARE INVITED by North East District Council to supply the following materials:

- (a) Stock bricks
- (b) Concrete stones
- (c) Cement

***IMPORTANT NOTICE TO ALL TENDERERS;**

1. The rates quoted must remain firm for a period of 9 months from the date of award of this tender.
2. The quantities given may be more or less on some items indicated.
3. The quoted rates must be exclusive of transport charges as the Council will be responsible for collecting and delivering material.

Tender documents are available after payment of a non refundable fee of P40,00 to the North East District Council Revenue. Documents can be obtained at Office No. 119, Rural Administration Centre, Masunga during normal office hours. Tenders in plain sealed envelope clearly marked "Tender No. NE 11 of 1998 — Supply of stock bricks, concrete stones and cement" shall be sent to the Office of Council Secretary, North East District Council, Private Bag 004, Masunga, not later than 9 a.m. on the 16th July, 1998.

Tenders will be opened the same day at 9.00 a.m. in the Council Chamber in the presence of any tenderer who may wish to be present. North East District Council is not bound to accept lowest or any tender and will not assign any reasons for non-acceptance of the tender.

The Council will not be held responsible for any cost incurred in the preparation of this tender.

K. ITISENG,
for Council Secretary.

First Publication

North East District Council — Tender No. — NE 12 OF 1998

SUPPLY AND DELIVERY OF CULVERT PIPES

TENDERS ARE INVITED by North East District Council to supply and delivery of corrugated steel culvert pipes.

***IMPORTANT NOTICE TO ALL TENDERERS;**

1. The rates quoted must remain firm for a period of 9 months from the date of award of this tender.
2. The quantities given may be more or less on some items indicated.
3. North East District Council is not bound to accept lowest or any tender and will not assign any reasons for non acceptance of the Tender.
4. The council will not be held responsible for any costs incurred in the preparation of this tender.
5. Telegraphic, telephonic or faxed tenders will not be accepted.

Tender documents are available after payment of a non refundable fee of P40,00 to the North East District Council revenue. Documents can be obtained at Office No. 119, Rural Administration Centre, Masunga during normal office hours.

Tenders in plain sealed envelope clearly marked "Tender No. NE 12 of 1998 — Supply and Delivery of Culvert pipes" shall be addressed to the office of: Council Secretary, North East District Council, Private Bag 004, Masunga, not later than 9.00 a.m. on the 16th July, 1998.

Tenders will be opened the same day at 9.00 am in the Council Chamber in the presence of any tenderer who may wish to be present.

K. ITISENG,
for Council Secretary.

First Publication

North East District Council — Tender No. NE / 16 OF 1998

IMPROVEMENT OF COUNCIL FACILITIES

NORTH EAST DISTRICT COUNCIL invites tenders from local contractors for improvement of Council facilities by providing the following works :

PACKAGE 1

- 1:1 Primary Schools — Matsiloje Primary School
— Matshelagabedi Primary School

PACKAGE 2

- 2:1 Primary Schools — Mapoka Primary School
2:2 — Themashanga Primary School
2:3 Clinics — Mapoka Clinic
2:4 — Themashanga Health Post

PACKAGE 3

- 3 Nos Security fence for Primary Schools:
Masunga Primary School
Tsamaya Primary School
Tshesebe Primary School

PACKAGE 4

- 4:1 2 Nos improved stage 111 houses extension — Matenge
4:2 1 No. improved stage 111 house extension — Mambo

PACKAGE 5

- 5:1 3 Nos L — shape house extension — Tsamaya
5:2 1 No. improved stage 111 house extension — Tsamaya

PACKAGE 6

- 6:1 1 No. L — shape house extension — Mulambakwena
6:2 1 No. improved stage III house extension — Mulambakwena
6:3 1 No. improved stage III house extension — Letsholathebe

PACKAGE 7

- 7:1 2 Nos L — shape houses extension — Jackalas II
7:2 1 No. improved stage III house extension — Siviya
7:3 2 Nos L — shape houseS extension — Siviya

PACKAGE 8

- 1 No. improved stage III house extension — Masukwane
2 Nos L — shape houses extension — Mosojane

Tender documents can be obtained from North East District Council — Works Department Office No. 122, Rural Administration Centre, Masunga during normal working hours on payment of non-refundable tender fee of P40,00.

Tender documents duly completed must be submitted in a plain sealed envelope clearly marked: "Tender No. NE 16 of 1998 — Improvement of Council Facilities" and addressed to: The Council Secretary, North East District Council, Private Bag 004, Masunga, closing date for tenders shall be on the 16th July 1998 at 9.00 a.m. at which time tender opening shall commence in the Council Chamber — Masunga. Interested tenderers are free to attend.

North East District Council is not bound to accept the lowest nor the highest tenderer.

K.K. MMAPATSI,
for Council Secretary.

First Publication

North East District Council — Tender No. NE 17/98 of 1998**SUPPLY OF CAMPING EQUIPMENT**

TENDERS ARE INVITED by the North East District Council for the supply and delivery of camping equipment for malaria control programme. Tenderers may submit their samples or brochures of their camping equipment as well as price list of different camping equipment and delivery period.

(i) Tents cottage with floor mat and veranda (canvas material)	36
(ii) Folding beds	36
(iii) Mattresses for folding beds	36
(iv) Folding camping tables	6
(v) Camping chairs	36

Tenders to be submitted in plain envelopes, clearly marked: "Tender No. NE/17/98 OF 1998 — Supply of Camping Equipments" and should reach the office of the Council Secretary (Rural Administration Centre) Private Bag 004 Masunga on or before the 16 July 1998, closing date for the tender shall be on the 16th July 1998 at 9.00 am. Tender opening will commence immediately after the closing date in the Council Chamber. Interested tenderers are free to attend at their own expense.

Notwithstanding anything contained in the foregoing, North East District Council is not bound to accept the lowest tender or assign any reasons for rejection of any tender. North East District Council will not be responsible for the cost incurred in the preparation of the tender.

T. D. TSHOTELO,
for Council Secretary.

First Publication

North West District Council — Tender No. NW/ED/003/98**SUPPLY AND DELIVERY OF FOOD STUFF AND TOILETRY**

TENDERS ARE INVITED from registered dealers by the North West District Council for the supply and delivery of toiletry and food stuff, including chicken, beef, vegetables and fruits to schools in Ngami and Okavango. Deliveries will be made to Maun and Gumare Council offices at specified intervals.

Tender documents can be obtained from the office of the Principal Education Secretary (Office No. 106), Maun Rural Administration Centre. Tenders duly completed on official forms are to be submitted in a plain sealed envelope clearly marked: "Tender No. NW/ED/003/98 — Supply of Food Stuff and Toiletry", and addressed to Council Secretary, North West District Council, Private Bag 01, Maun, to reach him not later than 09.00 hours on 7th August 1998. The opening will be made immediately after 09.00 hours and those wishing to attend are free to do so.

Notwithstanding anything in the foregoing, North West District Council is neither bound to accept the lowest or any tender, nor to give reasons for acceptance or rejection.

O.B. RAMAKOBA,
for Council Secretary.

First Publication

North West District Council — Tender No. NW/WW/4/98**BOREHOLE EQUIPING AND PIPE LAYING 7.5 KM AT MATLAPANA VILLAGE — NGAMI**

NORTH WEST DISTRICT COUNCIL invites tenders to carry out the following works at Matlapana Village in Ngami Sub-District.

1. Equipping of one borehole.
2. Purchase of 90 mm diameter UPVC, class 9 pipes — distance 7.5 km as per Department of Water Affairs one year tender prices and supply them to the site.

3. Laying of 90mm diameter UPVC, class 9 pipes a distance of 7.5km and connecting to the existing system. Tender documents will be obtained from Room 127, Council Offices at Maun RAC during normal working hours on payment of a non-refundable fee of P50,00 as from 17th June 1998. Tenders should be submitted in a plain sealed envelope marked: "Tender No. NW/WW/4/98 — Borehole Equipping and Pipe Laying at Matlapana Village — Ngami", to reach Council Secretary, North West District Council, Private Bag 01, Maun not later than 09.00 hours on 7th August 1998.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor assign any reason thereof.

H. MWANKENA,
for Council Secretary.

First Publication

North West District Council — Tender No. NW/AB/28/98

CONSTRUCTION OF STREETLIGHTING IN KASANE

TENDERS ARE INVITED by North West District Council for the construction of Streetlighting in Kasane from Contractors registered with the Central Tender Board for Streetlighting.

Tender documents may be obtained from the Consulting Engineers, Messrs. Brian Colquhoun, Hugh O'Donnell and Partners situated at Plot 894, Kaunda Road, Gaborone during working hours on payment of non-refundable fee of P100,00 (One Hundred Pula only), and on submission of proof of registration category.

Only tenders submitted on the official form of tender contained within the documents shall be considered. No drawings, specifications and other documentation should be removed from the tender documents. Any detachment may lead to disqualification of the tender.

Tenders are to be submitted in a plain sealed envelope marked "Tender No. NW/AB/28/98 — Construction of Streetlighting in Kasane" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun, located at the RAC building not later than 0900 hours on Friday 7th August, 1998.

Tender opening shall be immediately thereafter 0900 hours on the same day in the Council Chamber, and tenderers are at liberty to attend.

Notwithstanding anything contained in the forgoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof, nor will reimburse any expenses in the preparation thereof.

T. RAVEENDRAN,
for Council Secretary.

First Publication

Kgatlang District Council — Tender No. KG 21 OF 1998

SUPPLY OF MOTOR VEHICLES

Kgatlang District Council invites tenders for the supply of motor vehicles.

- (a) 25 seater bus driven by diesel
- (b) Sedan vehicle with ABS brakes, Radio Tape, Aircon and Power Window Mechanism.
- (c) 7 ton truck water bowser able to carry 15m³ and another option of carrying 20m³ with generator pump.
- (d) 16 seater combi driven by petrol.

MODELS QUOTED ABOVE SHOULD HAVE THE FOLLOWING FEATURES:—

- ITEM (a) Should have the following: Roof Rack, 50 litre water tank and 100 litre Reserve tank, Tape Radio.

- ITEM (b)** Should have the following features:
50 Litre water tank, 200 Litre water tank
Bull Bar, 1400 x 20 x 18 ply single rear wheels
- ITEM (d)** Should have a special machine for loading and unloading disable people clamps operated by hydraulic mounted to a vehicle, Tape radio.

All models quoted above should have fenders painted with D 300/46 midchrome paint except item "b" white in colour's; alarm and Immobilizer, Central locking except item "c"

Respective tenders or suppliers should quote for single units and should state or indicate period of delivery and period for which prices to remain firm.

All tenders should be sealed in an envelope clearly marked: "Tender No KG 21 of 1998 — Supply of Motor Vehicles" and addressed to: Council Secretary, Kgatleng District Council, Private Bag 11, Mochudi.

Tenders should be submitted to Room 26, Rural Administration Centre, Mochudi, all tenders must be received by Kgatleng District Council before 9:00 a.m. of 20th July 1998. Tenders shall be opened on the same day after closure in the Council Chamber and those interested are free to attend the opening of the tender at their own expenses. For further information please contact Chief Technical Officer Mechanic, telephone 329388 at Kgatleng District Council. Kgatleng District Council does not bind itself to accept the lowest or part of the tender nor assign any reason for non-acceptance of the tender and shall not be responsible for any cost thus incurred in the preparations thereof.

KING RAMMIDI,
for Council Secretary.

First Publication

Kgatleng District Council — Tender No. KG 22 OF 1998

SUPPLY OF TYRES AND TUBES

KGATLENG DISTRICT COUNCIL INVITES tenders for the supply of tyres and tubes. Supplies should state tyre brand/made. Council wants Southern African tyres not Korean or Zimbabwean tyres.

175 R x 14C	Tyre and tube
185 R x 14C	Tyre and tube
195 R x 14C	Tyre and tube
600 x 14 x 8 ply	Tyre and tube
650 x 16 x 8 ply	Tyre and tube
700 x 14 x 8 ply	Tyre and tube
700 x 15 x 8 ply	Tyre and tube
700 x 16 x 8 ply	Tyre and tube
750 x 16 x 8 ply	Tyre and tube
825 x 16 x 8 ply	Tyre and tube
825 x 20 x 8 ply	Tyre and tube
900 x 20 x 8 ply	Tyre and tube
900 x 20 x 12 ply	Tyre and tube
1000 x 20 x 14 ply	Tyre and tube
1050 x 20 x 14 ply	Tyre and tube
1100 x 20 x 16 ply	Tyre and tube
1200 x 20 x 16 ply	Tyre and tube
1400 x 20 x 18 ply	Tyre and tube
1400 x 24 x 16 ply grader	Tyre and tube
1200 x 20 x 16 ply grader	Tyre and tube
215 R15C x 8 ply	Tyre and tube
205 R16 x 8 ply	Tyre and tube
18.4/15-30 x 6 ply	Tyre and tube
10.50 x 16 x 8 ply	Tyre and tube
750 R x 16C	Tyre and tube

Prospective tenders or supplies should quote for single units and should state or indicate period of delivery, prices for the above items should run for a period of one calendar year i.e. from 20th July 1998 to March 1999. If prices has gone up, should be supported by a letter from manufacturers. All tenders should be in an envelope clearly marked: "Re: Tender No. 22 of 1998 — Supply of Tyres and Tubes" and addressed to: Council Secretary, Kgatleng District Council, Private Bag 11, Mochudi.

Tenders should be submitted to Room 26, Rural Administration Centre, Mochudi. All tenders must be received by Kgatleng District Council before 9.00 am of 20th July 1998. Tenders shall be opened on the same day after closure in the Council Chamber and those interested are free to attend the opening of the tender at their own expenses. For further information please contact Chief Technical Officer Mechanic, Telephone 329388 at Kgatleng District Council. Kgatleng District Council does not bind itself to accept the lowest or part of the tender nor shall assign any reason for non-acceptance of the tender and shall not be responsible for any cost thus incurred in the preparations thereof.

KING RAMMIDI,
for Council Secretary.

First Publication

Kgalagadi District Council — Tender No. 23 KGDC of 1998

TRANSPORTATION OF SCHOOL CHILDREN

Kgalagadi District Council invites tenders from registered Public Transport for the transportation of school children.

- (a) Hukuntsi to Francistown
- (b) Tsabong to Francistown

Tenders should be submitted in a plain scaled envelope clearly marked: "Tender No. 23 KGDC OF 1998 — Transportation of School Children" and addressed to: Council Secretary, Kgalagadi District Council, Private Bag 005, Tsabong, and to reach office of the Council Secretary on or before 17th July 1998 at 0900 hours after which will be opened. Tenderers are requested to adhere to the following:

- (a) All prices should be in Botswana currency
- (b) State the validity of the price.

Notwithstanding anything in the foregoing, Council is not bound to accept the lowest or any tender nor to assign any reasons for rejecting or to incur any expenses in the preparation thereof.

D. IPOTSENG,
for Council Secretary.

First Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 of the Trade and Liquor Act, (Cap. 43:02) of 1987 that I, Samowanga Dikatholo have disposed of my entire interest in carrying on the business of Bar Liquor to Dikatholo Samowanga who will continue to trade at the same premises and under the same style of a Bar Liquor.

DIKATHOLO SAMOWANGA, P. O. Box 608, MAUN.

First Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 (c) of the Trade and Liquor Act, 1987 that we, Valentine Butchery (Pty) Limited have disposed of their entire interest in carrying the business of Liquor Restaurant to Khuyana Investment (Pty) Ltd who will continue to trade at the same premises and under the same style of a Liquor Restaurant at Plot No. 2657.

M.M. MMEREKI, KHUYANA INVESTMENTS (PTY) LTD, c/o Business Package Consultants,
P. O. Box 148, SELEBI-PHIKWE

First Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 (c) of the Trade and Liquor Act, 1987 that I, Charity Makole have disposed of my entire interest in carrying on the business of Bar Liquor and Fresh Produce who will continue to trade at the same premises and under the style of a Bar Liquor and Fresh Produce.

CHARITY MAKOLE, P. O. Box 402445, GABORONE.

First Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 (c) of the Trade and Liquor Act, (Cap. 43:02) that Whizz (Pty) Ltd have disposed of their entire interest in carrying on the business of Hairdressing at Grand Palm to Scruples (Pty) Ltd who will continue to trade at the same premises and under the name and style of Scruples (Pty) Ltd t/a The Boyz.

WHIZZ (PTY) LTD, c/o Helfer and Company, P. O. BOX 906, GABORONE.

First Publication

Change of Name

PURSUANT to section 21(1) of the companies Act, (Cap. 42:01) as amended, notice is hereby given that Dr Hall Dental Surgery (Proprietary) Limited intends to make an application to the Registration of Companies for his written formal approval to change the name to Meno Dental Clinic (Proprietary) Limited, after fourteen (14) days of the second publication of the advertisement.

T & C BUSINESS SERVICES (PTY) LTD, P. O. Box 2026, GABORONE.

First Publication

Change of Name

NOTICE IS HEREBY GIVEN that ICI Explosives (Botswana) (Proprietary) Limited proposes to request the Registrar of Companies pursuant to section 21(1) of the Companies Act, for his approval to change the name of the Company to AEI Explosives (Botswana) (Proprietary) Limited after 14 days have elapsed from the second publication of this notice.

KPGM MANAGEMENT SERVICES (PTY) LIMITED, Company Secretaries,
P. O. Box 1519, GABORONE.

First Publication

Change of Name

PURSUANT to section 21(1) of the companies Act (Cap. 42:01) as amended, notice is hereby given that HNR Computers Botswana (Proprietary) Limited will make application to the Registration of Companies for his written approval to change the name of the Company to Prisilan Holdings (Proprietary) Limited after 14 days of the second publication of this advertisement have elapsed.

PW BUSINESS SERVICES (PTY) LTD, Company Secretaries,
P. O. Box 892, GABORONE.

First Publication

Notice of Intention to Remove Trading Liquor Licence

NOTICE IS HEREBY GIVEN that the undersigned intends to apply for a certificate in terms of section 9 of the Trade and Liquor Act, 1987, to procure a removal of General Dealer and Fresh Produce licence in respect of premises situated at Moshupa from Matsila Ward (Moshupa) to Marang Ward (Moshupa) and that the Southern District Council has determined that the application shall be heard by the Licensing Board on the 28th July, 1998.

SKY LAB, P. O. Box 852, MOSHUPA.

First Publication

Notice of Intention to Transfer Trading/Liquor Licence

NOTICE IS HEREBY GIVEN that the undersigned intends to apply for a transfer of a Hair Dressing Salon Licence in respect of premises situated at Plot 694, Extension 2 to Bene-Arts Holdings (Pty) Ltd who will continue to trade at the premises and under the same style of Hair Dressing Salon and the Gaborone City Council has determined that the application shall be heard by the Licensing Authority on the 12th of August, 1998.

BENE-ARTS HOLDINGS (PTY) LTD, c/o DOWA ATTORNEYS,
Private Bag BO 266, BONTLENG, GABORONE.

First Publication

Notice of Application for a Change of Style of Licence

NOTICE IS HEREBY GIVEN that the undersigned intends to apply for a change of style of the business from a Bottle Store to Bar licence in respect of premises situated at Manyana Village and that the Southern District Council has determined that the application shall be heard by the Licensing Authority on 28th July, 1998.

TSHOSA P. LALETSANG, P. O. Box 121, MANYANA.

First Publication

Change of Style

NOTICE IS HEREBY GIVEN that the undersigned intends to apply for authority to change the style of her business from General Dealer to Liquor Restaurant in terms of section 9 of the Trade and Liquor Act, (Cap. 43:02) in respect of premises situated at Goo-Tawana Ward, Ramotswa and that the South East District Council has determined that the application shall be heard by the Licensing Authority on 29th July, 1998.

CHRISTINAH MOKGADI, P. O. Box V262, RAMOTSWA.

First Publication

Application for a Certified Copy of a Lost Deed

NOTICE IS HEREBY GIVEN that the New Apostolic Church intends applying for a certified copy of Deed of Transfer No. 419/93 in favour of New Apostolic Church in respect of:

CERTAIN:	piece of land being Lot 6193, Gaborone
SITUATE:	in Gaborone Extension Number 19;
MEASURING:	1542m ² (One Thousand Five Hundred and Forty Two Square Metres);

All persons having objection to the issue of such copy are hereby required to lodge the same in writing with the Registrar of Deeds within three (3) weeks from the last publication of this notice.

DATED at Gaborone on this 18th Day of June, 1998.

M.K. MOESI & CO., Plot 937, Thipe House, Extension 2, P. O. Box 10193, GABORONE.

First Publication

Notice to Debtors and Creditors

IN THE INTESTATE ESTATE of the Late Mavis Foster previously of Plot 1497, Gaborone who died at Gaborone on the 27th July, 1995.

Notice is hereby given that Debtors and Creditors in the above Estate are hereby required to file their claims and pay their debts to the undersigned Executors within 30 (thirty) days of the date of publication hereof.

MINCHIN & KELLY (BOTSWANA), Plot 688, Khwai Road, Off Botswana Road,
P. O. Box 1339, GABORONE.

First Publication

Notice to Debtors and Creditors

IN THE ESTATE of the Late Maria Kate Pitso who died at Athlone Hospital, Lobatse on the 15th May, 1998.

Debtors and Creditors in the above Estate are hereby called upon to file their claims and pay their debts to the undersigned within 30 (thirty) days from the date of publication hereof.

DATED at Gaborone this 23rd Day of June, 1998.

DOREEN KHAMA ATTORNEYS, 4th Floor Standard House, The Mall,
P. O. Box 335, GABORONE.

First Publication

Application for Copy of Covering Mortgage Bond

NOTICE IS HEREBY GIVEN that Kgalagadi Breweries (Proprietary) Limited intends applying for a certified copy of:

Covering Mortgage Bond 984/96 registered on the 14th October, 1996 passed by Richard Ralofatlheng Lobatlamang in favour of Kgalagadi Breweries (Proprietary) Limited in respect of:

CERTAIN:	piece of land being Tribal Lot 162 Kanye;
SITUATE:	at Kanye in the Bangwaketse Tribal Territory;
MEASURING:	4389m ² (Four Thousand Three Hundred and Eighty Nine Square Metres);

All persons having objection to the issue of such copy is hereby required to lodge the same in writing with the Registrar of Deeds at Gaborone within 3 (three) weeks of the last publication of this notice.

ARMSTRONGS ATTORNEYS, *Attorneys of the Applicant*, 5th Floor, Barclays House,
Khama Crescent, P. O. Box 1368, GABORONE.

First Publication

Ngwato Land Board

PUBLIC AUCTION SALE

THE PUBLIC IN GENERAL is notified that Ngwato Land Board shall sell by public auction the following unserviceable items on the 24-25 July, 1998 at Central District Council Main Warehouse, Serowe.

- (a) Vehicles
- (b) Spare Parts
- (c) Furniture
- (d) Camping Equipment
- (e) Tyres and Building Materials

CONDITIONS OF SALE:

1. Items will be sold in lots to the highest bidder. The items will be sold in conditions as they stand and no warranty expressed or implied shall be entertained.
2. A refundable deposit of Pula Two Hundred (P200.00) will be required from those intending to bid for vehicles. The Two Hundred Pula (P200.00) deposited may be deducted from the purchasing price for the successful bidder immediately after the sale.
3. Payment must be made by cash or cheques which are certified by Banks after sale.
4. All items are to be removed/collected from Council premises after the sale or within seven days from the date of the sale with produce of official receipts certifying payment of the items bought.

5. Ngwato Land Board will not be responsible for any damage or loss of items already disposed of during the Auction.
6. The said items can be viewed at Council Stores during normal working hours. That is from 0730 hours to 1230 hours and 1345 hours to 1630 hours from July 22, 1998 to July 23, 1998.

DORCUS T. TYOLO,
For Board Secretary.

First Publication

Notice of Application for Issue of Casino Licence

NOTICE IS HEREBY GIVEN that the undersigned intends to apply for the issue of a Casino Licence in terms of section 8(1) of the Casino Act, (Cap. 19:01) in respect of the premises situated at Lot 123, Otse.

Any person who wishes to object to the issue of such licence should within 60 days of the second publication of this notice, give notice in writing to the Casino Control Board, Private Bag 004, Gaborone, of this intention to oppose such application and state the grounds upon which his objection is based.

MIKE'S ENTERPRISES (PTY) LTD, Trading As Baratani Sunset Strip Casino,
P. O. Box 1282, GABORONE.

First Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA HELD AT LOBATSE

Case No. CC 751/94

In the Matter between:

NICHOLAS JOHN WESTON LEWIS and OKAVANGO MANUFACTURERS (PTY) LTD	<i>Plaintiff</i> <i>Defendant</i>
---	--

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court the following movable property of the Defendant will be sold by public auction by Deputy Sheriff, Caine Mogorosi to the highest bidder as follows:

DATE OF SALE:	24th July, 1998
TIME:	10.00 a.m.
VENUE:	Broadhurst Police Station
PROPERTY TO BE SOLD:	6 Imeus Trial Singer machines; 3 Sungood machines; 1 Juki machine; 1 Kingstar machine; 1 Juki overlocking machine; 1 overlocking SH 6000 series; 1 treaure; 2 Chimes machines; 14 chairs; 2 tables; 2 ironing boards; 3 electric fans; 1 radio; 3 electric irons; 1 fridge; 1 Canon fax machine; 2 chairs; 1 office desk; 1 office chair; 1 shelf; 1 typewriter; 1 heater and 3 Singer machines.
TERMS OF SALE:	Cash or bank guaranteed cheque.

DATED at Gaborone this 22nd day of June, 1998.

DEPUTY SHERIFF CAINE MOGOROSI, c/o LERUMO MOGOBE LEGAL PRACTITIONERS,
Plaintiff's Attorneys, Private Bag BO 249, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 561/96

In the Matter between:

FIRST NATIONAL BANK OF BOTSWANA LTD
and
BENJAMIN ISAACS

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court the following movable property of the abovenamed Defendant is hereby advertised for sale in execution as follows:

DATE OF SALE:	Friday 3rd July, 1998
TIME OF SALE:	10.00 a.m.
VENUE OF SALE:	Broadhurst Police Station
PROPERTY TO BE SOLD:	4 piece sofas, coffee table; display cabinet; Daewoo TV; VCR Daewoo; fridge; gas stove
TERMS OF SALE:	Cash or bank guaranteed cheques.

DATED at Gaborone this 24th day of June, 1998.

COLLINS NEWMAN & CO., *Plaintiff's Attorneys*, Dinatla Court,
P. O. Box 882, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1052/96

In the Matter between:

TAJ HARDWARE (PROPRIETARY) LIMITED
and
F.R. MOSEDAME

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court the following movable property of the Defendant will be sold by public auction by Deputy Sheriff, D.J. Moyo to the highest bidder as follows:

DATE OF SALE:	24th July, 1998
TIME:	10.00 a.m.
VENUE:	Broadhurst Police Station
PROPERTY TO BE SOLD:	1 Nissan Bus registration No. BD 4526
TERMS OF SALE:	Cash or bank guaranteed cheque.

DATED at Gaborone this 22nd day of June, 1998.

DEPUTY SHERIFF D.J. MOYO, c/o LERUMO MOGOBE LEGAL PRACTITIONERS,
Plaintiff's Attorneys, Private Bag BO 249, GABORONE.

First Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 1587/96

In the Matter between:

BOTSWANA HOUSING CORPORATION
and
BERNARD M. GOBUAMANG

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court the following property of the Defendant will be sold by public auction to the highest bidder by Deputy Sheriff as follows:

DATE OF SALE: 28th July, 1998
TIME OF SALE: 10.30 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 3 piece sofas, coffee table; floor mat, Philips TV., 2 wall pictures, wall watch, KIC fridge, 4 burner gas stove, top grill, ironing board, dressing table, head board, wardrobe, base bed, all curtains and 2 beds.
CONDITIONS OF SALE: Cash or bank guaranteed cheques will be accepted.

DATED at Gaborone this 24th day of June, 1998.

GAELAE RAMATLAPANA DEPUTY SHERIFF, c/o BRISCOE ATTORNEYS, *Plaintiff's Attorneys*,
Plot 222, Independence Avenue, P. O. Box 402492, GABORONE.

First Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 712/97

In the Matter between:

FIRST NATIONAL BANK OF BOTSWANA LTD
and
MOEPEDI BUSANG

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the undermentioned movable property of the Defendant will be sold in execution as follows:

DATE OF SALE: Saturday 18th July, 1998;
VENUE: Makwate Customary Court;
TIME: 10.00 a.m.
PROPERTY TO BE SOLD: TV aerial, 4 piece sofas, 3 piece bedroom suite; kitchen unit; wall unit and 3 burner gas stove.
TERMS OF SALE: Cash or bank guaranteed cheque.

DATED at Gaborone this 24th Day of June, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*, Dinatla Court,
P. O. Box 882, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1434/97

In the Matter between:

**KGALAGADI BREWERIES (PTY) LTD t/a SEGWANA
and
GASUMANA ENTERPRISES (PTY) LTD
MOGOTSI CHAOKA**

Plaintiff

*1st Defendant
2nd Defendant*

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the undermentioned movable property of the Defendant will be sold in execution as follows:

DATE OF SALE: Saturday 18th July, 1998;
VENUE: Mahalapye Police Station;
TIME: 10.00 a.m.
PROPERTY TO BE SOLD: Corrugated iron roof sheets, the whole stock in trade (vegetable and fruits), stainless steel restaurant, gas cooker, 2 x 48 kg cylinders, vegetable racks, Rack Jacobsberg food warmer, vegetable stand, 4 garden chairs.
TERMS OF SALE: Cash or bank guaranteed cheque.

DATED at Gaborone this 24th day of June, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*, Dinatla Court,
P. O. Box 882, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1652/97

In the Matter between:

**M & P CABLES AND ELECTRICAL (PROPRIETARY) LIMITED
and
SPECIALISED COMPONENTS (PROPRIETARY) LIMITED**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following movable property of the Defendant will be sold by public auction by Deputy Sheriff, Caine Mogorosi to the highest bidder as follows:

DATE OF SALE: 24th July, 1998
TIME: 10.00 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 1 Samsung fax machine, 1 Canon printer, 1 computer, 1 Seikosha, 2 office tables, 3 office desks, 1 book shelf, 1 file hanger, 1 fridge, 2 steel ladders, 1 welding machine, 1 compressor, 2 gas bottles, 1 Industrial jack, 1 welding machine, 1 grinder, 1 steel cabinet, 1 testing machine.
TERMS OF SALE: Cash or bank guaranteed cheque.

DATED at Gaborone this 23rd day of June, 1998.

DEPUTY SHERIFF CAINE MOGOROSI, c/o LERUMO MOGOBE LEGAL PRACTITIONERS,
Plaintiff's Attorneys, Private Bag BO 249, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1703/97

In the Matter between:

ANGLO AMERICAN CORPORATION (SERVICES) BOTSWANA LIMITED
and
CHAMBESI (PROPRIETARY) LIMITED

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the immovable property of the Defendant is hereby advertised for sale in execution as follows:-

DATE OF SALE: Tuesday 28th July, 1998;
VENUE: Lots 834, 835 and 836 Jwaneng;
TIME: 11.00 a.m.
PROPERTY TO BE SOLD: Lots 834, 835 and 836 Jwaneng and improvements thereon being a semi-detached retail building measuring 360 square metres, occupying a prominent position within the central business district in Jwaneng.
CONDITIONS OF SALE: Detailed conditions of sale may be inspected at the offices of the Charles Sheldon Auction Company, Plot 4876 Morupule Drive, Gaborone.

DATED at Gaborone this 22nd day of June, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*, Dinatla Court,
P. O. Box 882, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1725/97

In the Matter between:

PETER KIRBY
and
RENEE JEROME TYDTGAT

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court the following will be sold by auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE: 17th July, 1998
TIME: 10.00 a.m.
VENUE: Serowe Magistrate's Court
PROPERTY TO BE SOLD: 1 x Welding machine, 1 x Compressor, 1 x Angle grinder, 1 x bench grinder, 1 x 3 workbenches, 1 x trolley with hand tools, 1 x movable 3-ton Crane, 1 x 1 workbench, 2 x gas welding bottles.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 25th day of June, 1998.

MINCHIN & KELLY (BOTSWANA), *Plaintiff's Attorneys*, Plot 688, Khwai Road,
P. O. Box 1339, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1741/97

In the Matter between:

**TRACTOR & IMPLEMENT CENTRE (PTY) LTD
t/a CONTRACT BUILDING SUPPLIES
and
PETER THARI TSHUKUDU**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court the following movable property of the Defendant will be sold by public auction by Deputy Sheriff, Caine Mogorosi to the highest bidder as follows:

DATE OF SALE: 26th July, 1998
TIME: 10.00 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: Mazda (green) B 557 ACA, B1800 Long Base, 1989 Model.
TERMS OF SALE: Cash or bank guaranteed cheque.

DATED at Gaborone this 22nd day of June, 1998.

DEPUTY SHERIFF CAINE MOGOROSI, c/o LERUMO MOGOBE LEGAL PRACTITIONERS,
Plaintiff's Attorneys, Private Bag BO 249, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1926/97

In the matter between:

**TOWING & RECOVERY SERVICES (PTY) LTD
and
ITSHOLETSE CONSTRUCTION (PTY) LTD**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following will be sold by auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE: 23rd July, 1998
TIME: 10.00 a.m.
VENUE: Central Police Station, Francistown
PROPERTY TO BE SOLD: 1 x Mazda 4 x 4 BA 4749B
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 18th day of June, 1998.

MINCHIN & KELLY (BOTSWANA), *Plaintiff's Attorneys*, Plot 688, Khwai Road,
P.O. Box 1339, GABORONE.

First Publication

**IN THE MAGISTRATE'S COURT OF THE DISTRICT OF GABORONE
HELD AT GABORONE**

Case No. G 3457/97

In the matter between:

**MONTSHWARI GABONTHONE
and
JONATHAN MUDAMANGA
TAITOS MUDAMANGA**

Plaintiff

*1st Defendant
2nd Defendant*

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following will be sold by auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE: 24th July, 1998
TIME: 10.00 a.m.
VENUE: Selebi-Phikwe Police Station
PROPERTY TO BE SOLD: 1 x Toyota Hiace 1991 Model B352 ABS
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 18th day of June, 1998.

**MINCHIN & KELLY (BOTSWANA), Plaintiff's Attorneys, Plot 688, Khwai Road,
P.O. Box 1339, GABORONE.**

First Publication

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GABORONE
HELD AT GABORONE**

Case No. G 3769/97

In the matter between:

**FIRST NATIONAL BANK BOTSWANA LIMITED
and
PAUL KELAILWE**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following movable property of the above-named Defendant will be sold by public auction to the highest bidder as follows:

DATE OF SALE: Saturday 11th July, 1998
TIME: 12.00 noon
VENUE: Selebi-Phikwe Police Station
PROPERTY TO BE SOLD: 4 piece lounge suite, Hot Point fridge, 2 piece kitchen unit, Star 4 burner stove, 9kg gas cylinder, 2 x 3 piece bedroom suite, 48kg gas cylinder, Aconatic music system, floor mat, coffee table, electric fans, 3 piece lounge suite.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 22nd day of June, 1998.

**DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., Plaintiff's Attorneys,
Dinatlé Court, P.O. Box 882, GABORONE.**

First Publication

**IN THE MAGISTRATE'S COURT OF THE FIRST CLASS FOR THE GABORONE
MAGISTERIAL DISTRICT
HELD AT BROADHURST**

Case No. G 4314/97

In the matter between:

LERUMO MOGOBE LEGAL PRACTITIONERS
and
GHATSWANA (PROPRIETARY) LIMITED

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following movable property of the Defendant will be sold by public auction by Deputy Sheriff C. Mogorosi to the highest bidder as follows:

DATE OF SALE: 17th July, 1998
TIME: 10.00 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 3 cabinets, 1 Fax machine, 1 office table, office desk, 1 bookshelf, 1 Olympia typewriter, 1 complete computer, 1 office desk, 2 desks, 1 small table, 1 x 3 piece sofas, 1 chair, 1 computer screen.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 12th day of June, 1998.

DEPUTY SHERIFF C. MOGOROSI, c/o LERUMO MOGOBE, LEGAL PRACTITIONERS,
Plaintiff's Attorneys, Private Bag BO 249, GABORONE.

First Publication

**IN THE MAGISTRATE'S COURT OF THE FIRST CLASS FOR THE GABORONE
MAGISTERIAL DISTRICT
HELD AT BROADHURST**

Case No. G 247/98

In the matter between:

LERUMO MOGOBE LEGAL PRACTITIONERS
and
LEVITTE HIRSCHFELDT

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following movable property of the Defendant will be sold by public auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE: 17th July, 1998
TIME: 10.30 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: Gas stove, 48kg gas cylinder, fridge KIC, gas stove, deep freezer, wall unit, music system.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 24th day of June, 1998.

LERUMO MOGOBE, LEGAL PRACTITIONERS, *Plaintiff's Attorneys*,
Private Bag BO 249, GABORONE.

First Publication

**IN THE SUBORDINATE COURT OF THE FIRST CLASS FOR THE GABORONE
MAGISTERIAL DISTRICT
HELD AT GABORONE**

Case No. G 1192/96

In the matter between:

**STANBIC BANK OF BOTSWANA
and
TAU GWAILA**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following movable property of the Defendant will be sold by public auction by Deputy Sheriff Ikageng Swele to the highest bidder as follows:

DATE OF SALE: Saturday 18th July, 1998
TIME: 10.00 a.m.
VENUE: Mahalapye Police Station
PROPERTY TO BE SOLD: Phillips television set, Panasonic music system, Fax machine, Panasonic Microwave, Electric fridge and T.V. stand.
TERMS OF SALE: Cash or bank guaranteed cheques at sale.

DATED at Gaborone this 24th day of June, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*,
 Dinatla Court, P.O. Box 882, GABORONE.

First Publication

**IN THE SUBORDINATE COURT FOR THE GABORONE MAGISTERIAL DISTRICT
HELD AT GABORONE**

Case No. G 3515/97

In the matter between:

**SEGOPOLO & MOGOBE LEGAL PRACTITIONERS
and
VICTOR MOSHAPA**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following movable property of the Defendant will be sold by public auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE: 31st July, 1998
TIME: 10.00 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 1 x 3 piece sofas with coffee table, 1 JVC stereo system, 1 SVA black and white T.V., 1 x 3 piece room unit, 1 table with 1 chair.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 28th day of June, 1998.

DEPUTY SHERIFF D.J. MOYO, c/o LERUMO MOGOBE, LEGAL PRACTITIONERS,
Plaintiff's Attorneys, Private Bag BO 249, GABORONE.

First Publication

REPUBLIC OF BOTSWANA



GOVERNMENT GAZETTE

EXTRAORDINARY

Vol. XXXVI, No. 29

GABORONE

11th June, 1998

CONTENTS

The following Supplement is published with this issue of the Gazette —

Page

Supplement C — Local Councils (Conduct of Elections) Regulations, 1998 — S.I. No. 39 of 1998.....	C.141—168
--	-----------

The Botswana Government Gazette is printed by the Botswana Government Printer,
Private Bag 0081, GABORONE, Republic of Botswana.
Annual subscription rates are P150,00 post free surface mail and P244,00 airmail.
The price for this issue of the Gazette (including Supplement) is P1,50

Statutory Instrument No.39 1998

LOCAL GOVERNMENT (DISTRICT COUNCILS) ACT
(Cap. 40:01)

LOCAL COUNCILS (CONDUCT OF ELECTIONS)
REGULATIONS, 1998
(Published on 11th June, 1998)

ARRANGEMENT OF REGULATIONS

PART I — *Preliminary*

REGULATION

1. Citation
2. Interpretation
3. Functions of Secretary
4. Entitlement to vote, qualifications thereto

PART II — *Elections*

5. Election instrument
6. Nomination of candidates
7. Proof of payment of deposit
8. Validity of nomination
9. Withdrawal of candidature
10. Publication of nominations
11. Lack of nominations
12. Uncontested elections
13. Contested elections
14. Poll to be taken by ballot
15. Allocation of symbols
16. Notice of poll
17. Power to adjourn polling day in public interest
18. Death of candidate
19. Ballot envelopes and counters
20. Polling agents
21. Polling hours
22. Control of polling stations
23. Arrangements at polling stations
24. Ballot boxes and discard boxes
25. Method of voting
26. Assistance to voters by election officers
27. Interference with voters
28. Voters objected to
29. Spoilt ballot envelope
30. Additional counters
31. Personal attendance

32. Voters to vote at polling station in respect of which enrolled
33. Voting by election officers and police officers
34. Tendered ballot envelopes
35. Control of polling station
36. Removal of persons misconducting themselves
37. Adjournment of poll in case of riot
38. Closing of poll
39. Procedure on closing of poll
40. Counting agents
41. Counting of votes
42. Verification of ballot envelope accounts
43. Method of counting
44. Statement of rejected ballot envelopes
45. Returning officer's decision final
46. Method of dealing with papers
47. Re-count
48. Decision by lot
49. Certificate and declaration of result
50. Publication of return
51. Documents to be delivered to High Court
52. Offences
53. Dereliction of duty by election officer
54. Requirement of secrecy

PART III — *Election Expenses and Election Agents*

55. Election expenses
56. Maximum of election expenses
57. Appointment of election agent
58. Appointment of clerks and messengers
59. Disclosure of expenditure
60. Receipts of election expenses
61. Appointment of election expenses incurred by political party
62. Return of election expenses
63. Condoning orders
64. Inspection of return

PART IV — *Miscellaneous*

65. Inaccurate description of places and persons
 66. Defacement of notices
 67. Translation of forms
 68. Revocation of S.I. 29 of 1998
- Schedule

IN EXERCISE of the powers conferred on the Minister of Local Government, Lands and Housing by section 54 of the Local Government (District Councils) Act, the following Regulations are hereby made —

PART I — Preliminary

- | | |
|---|----------------|
| 1. These Regulations may be cited as the Local Councils (Conduct of Elections) Regulations, 1998. | Citation |
| 2. In these Regulations, unless the context otherwise requires — | Interpretation |
| “assistant returning officer”, in relation to any polling district, means a person appointed as assistant returning officer for that polling district under regulation 3; | |
| “candidate” means a candidate for election; | |
| “close of nominations”, in relation to any election, means the hour at which the period appointed by an instrument or in pursuance of regulation 18, for the receipt of nominations in that election, expires; | |
| “Council” means a District Council, a City or a Town Council; | |
| “District Council” means a District Council established under the Act; | |
| “election” means the election of a member; | |
| “election officer” means a returning officer, assistant returning officer, presiding officer or polling officer; | |
| “election roll” means an election roll prepared in pursuance of regulation 4 of the Local Councils (Election Rolls) Regulations; | |
| “enrolled” means enrolled on an election roll in pursuance of the provisions of regulation 4 of the Local Councils (Election Rolls) Regulations; | |
| “instrument” means an election instrument issued in terms of regulation 5; | |
| “member” means a member of a Council; | |
| “nomination day”, in relation to any election, means the day appointed by an instrument for the receipt of nominations in that election; or any other day to which such day may be adjourned by virtue of the provisions of regulation 17; | |
| “oath” includes affirmation; | |
| “official mark” means a mark determined by the Secretary in pursuance of regulation 19; | |
| “personal representative” means, in relation to a person who is dead, the person who in law or customary law, whichever may be applicable, represents the estate of that persons; | |
| “poll” means a poll conducted in accordance with these Regulations; | |
| “polling days”, in relation to any election, means the day appointed by an instrument for the taking of any poll which may be necessary in that election; or any other day to which the taking of such poll may be adjourned by virtue of the provisions of regulation 17 or 37; | |
| “polling district” has the same meaning as is assigned thereto in the Electoral Act; | |
| “polling officer”, in relation to any polling station, means any person appointed as such for that polling station under regulation 3; | |
| “polling station” has the same meaning as is assigned thereto in the Electoral Act; | |
| “presiding officer”, in relation to any polling station, means the person appointed as presiding officer for that polling station under regulation 3 and includes, to the extent to which he is permitted to act, a polling officer appointed in respect of that polling station; | |

Cap. 02:07

“registered” means registered in terms of the Electoral Act;
 “return” means the return of election expenses referred to in regulation 62;
 “returning officer”, in relation to any polling district, means the person appointed as returning officer for that polling district under regulation 3 and includes to the extent to which he is permitted to act, any assistant returning officer appointed for that polling district;
 “Secretary” means the Secretary to the Independent Electoral Commission appointed under section 66 of the Constitution.
 “symbol” means a symbol allotted to a candidate in pursuance of regulation 15;
 “tendered ballot envelope” means a ballot envelope issued under regulation 34;
 “tendered vote” means a vote cast using a tendered ballot envelope;
 “Town Council” means a township authority established under Regulations made under the Townships Act;
 “voter”, in relation to any polling district, means any person who is entitled, in terms of the Local Councils (Election Rolls) Regulations, to vote at elections in that polling district;
 “voting colour” means a colour allotted to a candidate in pursuance of regulation 15;
 “voter’s registration card” means a voter’s registration card issued to a voter under the Electoral Act or under the Local Councils (Election Rolls) Regulations.

Functions of
Secretary

3. (1) The Secretary shall —

- (a) exercise general directions and supervision over the administrative conduct of elections and enforce on the part of all election officers fairness, impartiality and compliance with the provisions of these Regulations;
- (b) issue to election officers such instructions as he may deem necessary to ensure effective execution of the provisions of these Regulations; and
- (c) exercise and perform all other powers and duties conferred and imposed upon him by these Regulations.

(2) The Secretary shall appoint a returning officer and such number of assistant returning officers for each polling district as he may deem necessary and shall appoint a presiding officer and such number of polling officers as he may deem necessary for each polling station.

(3) An election officer shall execute and perform the powers and duties conferred upon him by these Regulations in accordance with such instructions as he may be given by the Secretary.

(4) Appointments made under this regulation may be by name or by office and shall be notified in the Gazette.

Entitlement to
vote, qualifica-
tions thereto

4. (1) Subject to the provisions of this regulation and of regulation 32, a person entitled to vote at an election in pursuance of the provisions of regulation 7 of the Local Councils (Election Rolls) Regulations, shall not be entitled to vote unless he produces his voter’s registration card in accordance with the provisions of regulation 25.

(2) No person shall be entitled to vote more than once at an election.

PART II Elections

5. (1) For the purposes of an election to a Council or of a by-election to fill a vacancy therein caused by death, resignation or otherwise the Minister shall under his hand issue an instrument, addressed to the returning officer of each polling district for which a member is to be returned, fixing —

Election instrument

- (a) the place and day at and on which, and the hours between which, the returning officer will receive nominations of candidates for election; and
- (b) the day for the taking of any poll which may become necessary.

(2) The day fixed under subregulation (1)(a) shall not be earlier than 14 days after the day on which the instrument is issued:

Provided that this subregulation shall not apply in respect of the first election.

(3) The day fixed under subregulation (1)(b) shall not be earlier than 21 days after the day fixed under paragraph (a) of the said subregulation (1).

(4) Every instrument shall be in Form A in the Schedule and shall be forwarded to the Secretary for transmission to the returning officer to whom it is addressed.

(5) As soon as practicable after an instrument has been issued, the Secretary shall give notice thereof in the Gazette, specifying in such notice the various matters fixed in pursuance of subregulation (1)(a) and (b).

(6) Upon receipt of an instrument, the returning officer shall proceed to hold an election in the manner provided in these Regulations and shall give and publish notice thereof throughout the polling district in such manner as he thinks fit and shall cause a notice in Form B in the Schedule to be posted in such places as he considers desirable.

6. (1) Every candidate shall be nominated by a proposer, seconder and not fewer than seven other persons as supporters; the names of such proposer, seconder and supporters shall be on the election roll for the polling district for which the candidate seeks election.

Nomination of candidates

(2) The nomination shall be made on a nomination paper in Form C in the Schedule, which shall be signed by the candidate and his proposer, seconder and supporters, and shall contain the following particulars —

- (a) the name and address of the candidate, the name of the polling district in which he is registered, together with his number on the election roll for that polling district;
- (b) the name, address and the number on the election roll for the polling district, of the proposer, seconder and each supporter of the candidate;
- (c) a statement by the candidate that he is willing and qualified to stand for election; and
- (d) a statement by the candidate as to his preference, subject to the proviso to regulation 15(2), of symbol and voting colour for the purpose of any contested election.

(3) If any proposer, seconder or supporter is unable to sign his name, he shall affix his mark in place of his signature and such mark shall be witnessed by a person who can sign his name; such witness shall, in addition to his signature, write his name legibly under such signature.

(4) No person shall witness more than one mark.

(5) No person may be nominated for election in more than one polling district or while he is a member of a Council:

Provided that where a general election of a Council is to be held a person may be nominated for election notwithstanding that he is at the time of such nomination a member of a Council.

(6) The returning officer shall attend at the place and during the hours fixed for the nomination of candidates and shall receive such nomination papers as may be tendered to him.

Proof of
payment of
deposit

7. (1) Every candidate shall either before his nomination paper is delivered to the returning officer deposit or cause to be deposited in any convenient Government revenue office the sum of P20, in cash, and, at the time of delivery of his nomination paper, produce or cause to be produced to the returning officer the official receipt for that sum, or, at the time of delivery of his nomination paper, deposit or cause to be deposited with the returning officer the sum of P20 in cash, and no nomination shall be valid unless such deposit has been made and, in the case of a deposit made at a Government revenue office, the receipt therefor is produced to the returning officer.

(2) The deposit shall be returned to the candidate or his personal representative if —

- (a) the candidate dies before the date of the election;
- (b) there is no contested election;
- (c) a contested election is declared void;
- (d) he withdraws his candidature in due time;
- (e) in any contested election he is successful or obtains no less than one-twentieth of the total number of votes cast in the polling district; or
- (f) if this nomination is invalid for any other reason.

(3) Any deposit which is not returnable shall be paid into the general revenues of the Council in respect of which the candidate was nominated.

Validity of
nomination

8. (1) When any nomination paper is delivered and a receipt produced in pursuance of the provisions of regulation 7 the candidate shall be deemed to stand nominated unless the returning officer decides that the nomination paper is invalid, or proof is given to the satisfaction of the returning officer of the death of the candidate, or he withdraws in accordance with regulation 9.

(2) The returning officer shall not be entitled to hold a nomination paper invalid except on the following grounds, namely —

- (a) that the candidate does not possess the qualifications or does possess the disqualifications prescribed by law, for membership of a Council;
- (b) that the paper is not completed and subscribed or was not delivered as required by these Regulations; or
- (c) that the candidate has already been nominated for another polling district.

(3) The returning officer's decision that a candidate has been validly nominated shall be final and shall not be questioned in any legal proceedings except on an election petition.

(4) Whenever the returning officer decides that a candidate has not been validly nominated he shall endorse and sign on the nomination paper his decision and the reason therefor, and such decision shall not be questioned in any legal proceedings except on an election petition.

(5) A candidate whose first nomination paper is or may be invalid shall be permitted to submit a second or subsequent nomination paper before the time fixed for the close of nominations.

9. A candidate may at any time before the close of nominations, but not afterwards, withdraw his candidature by giving to the returning officer a notice to that effect signed by himself.

Withdrawal of
candidature

10. As soon as practicable after the close of nominations, the returning officer shall publish a statement of the full names of all persons standing nominated, and of their proposers, seconders and supporters, and the respective addresses, by displaying it at the place appointed for the receipt of nominations and at such other places as he considers desirable.

Publication of
nominations

11. Where no candidate remains nominated at the close of nominations, the returning officer shall endorse the instrument accordingly and return it to the Secretary and the Minister shall issue a fresh instrument.

Lack of
nominations

12. If at the close of nominations there is only one candidate validly nominated, the returning officer shall forthwith publicly declare that candidate to be elected and shall immediately thereafter certify on the instrument the return of that candidate and shall return the instrument to the Secretary.

Uncontested
elections

13. If at the close of nominations there is more than one person standing nominated a poll shall take place as provided for in these Regulations.

Contested
elections

14. A poll for the purposes of these Regulations shall be taken by ballot and the results shall be ascertained by counting the votes given to each candidate, the candidate to whom the majority of the votes has been given being deemed to have been elected.

Poll to be
taken by
ballot

15. (1) The Secretary shall allot a distinctive symbol and voting colour to each candidate.

Allocation of
symbols

(2) In so doing the Secretary shall have regard to the preference expressed by the candidate:

Provided that where a symbol and voting colour has been registered by a political party in accordance with section 148 of the Electoral Act, the Secretary shall allot that symbol and voting colour to any candidate sponsored by that party.

(3) If any question arises as to whether or not a candidate is sponsored by a political party, it shall be referred to and determined by the Secretary whose decision shall be final; but before making a decision the Secretary shall so far as it appears practicable consult the person appearing to him to be the leader or secretary of the political party concerned.

16. (1) Where it is necessary for a poll to take place, the returning officer shall, as soon as practicable after the close of nominations, publish in such manner as he may think fit in the vicinity of each polling station and elsewhere in the polling district a notice —

Notice of poll

- (a) stating the day and hours fixed for the poll;
- (b) stating the first names or the initials and the surnames (arranged in alphabetical order of surnames) and places of residence of the candidates, and the symbols and voting colours allotted to them;
- (c) stating the situation of the nearest polling station; and
- (d) giving an indication of the persons entitled to vote as such polling station.

Power to
adjourn polling
day in public
interest

(2) Such notice shall be in English and in such other language or languages as in the opinion of the returning officer is or are commonly used in that polling district.

17. (1) If at any time between the issue of an instrument and polling day the Minister is satisfied that it is expedient in the public interest to do so, he may by notice published in the Gazette adjourn the taking of the poll to some other day specified by him and endorsed on the instrument.

(2) A notice made under subregulation (1) shall apply to such polling districts as are specified in the notice, and in any other polling district for which an instrument has been issued, and which is not so specified, the poll shall be taken upon the day appointed by the instrument.

(3) Where a notice made under subregulation (1) is made before the day which would have constituted the nomination day if the notice had not been made, the nomination day shall be deemed to have been adjourned to the twenty-first day next before the day to which the holding of the poll is adjourned by the notice:

Provided that if the twenty-first day is a Sunday or a public holiday, the nomination day shall be deemed to have been adjourned to the first day, not being a Sunday or a public holiday, after the twenty-first day.

Death of
candidate

18. (1) If, after the close of nominations but before the taking of the poll is commenced, proof is given to the satisfaction of the Secretary of the death of one of the candidates, the Secretary shall countermand notice of the poll, and all proceedings with reference to the election shall be started afresh in all respects as if the instrument had been received on the day on which proof was given to the Secretary of the death.

(2) Where by reason of the death of a candidate proceedings at an election are started afresh under this regulation, then the Secretary shall fix —

- (a) the place and day at and on which, and the hours between which, the returning officer will receive nominations of candidates for election; and
- (b) the day for the taking of any poll which may become necessary.

(3) The day fixed under subregulation (2)(a) shall not be earlier than 14 days after the day on which proof was given to the Secretary of the death.

(4) The day fixed under subregulation (2)(b) shall not be earlier than 21 days after the day fixed under subregulation 2(a).

(5) The provisions of regulation 5(5) and (6) shall have effect as if an instrument fixing such days and hours in pursuance of the provisions of subregulation (2) had been issued by the Minister.

Ballot
envelopes and
counters

19. The ballot of every person voting at an election shall consist of a ballot envelope in a form to be determined by the Secretary and having a serial number printed or stamped on the back into which the voter shall place a counter having the voting colour allotted in pursuance of regulation 15 to the candidate for whom he wishes to vote.

Polling agents

20. (1) Each candidate may by letter appoint two persons as polling agents to attend at each polling station in the polling district for which he is a candidate.

(2) No person shall be appointed as a polling agent for any polling district unless his name appears on the election roll for that polling district.

(3) Notice in writing of the appointment of polling agents stating their names and addresses and the polling station to which each has been assigned shall be given by the candidate to the presiding officer of the polling station at which such polling agents are to attend.

(4) Each polling agent shall, upon his first attending at a polling station or such other time as the presiding officer may require, produce his letter of appointment to the presiding officer.

21. (1) Every poll shall commence at 6:30 o'clock in the morning and close at 7 o'clock in the evening, unless the Secretary otherwise orders.

Polling hours

(2) Different hours for the taking of the poll may be ordered by the Secretary in respect of different polling districts or different polling stations and in such case the returning officer shall amend any notice issued in terms of regulation 16(1)(a) accordingly.

22. (1) In the absence of the presiding officer from any polling station a polling officer nominated by the returning officer shall act as presiding officer.

Control of
polling stations

(2) A polling officer may be authorized by the presiding officer to do any act which the presiding officer is required or authorized to do at a polling station, except that he may not order the searching of any voter or the arrest of any person or the exclusion or removal of any person from the polling station.

23. (1) On polling day at every polling station there shall be —

Arrangements
at polling
stations

(a) outside the polling station in a conspicuous place, a notice setting out the name of the polling station;

(b) both within and outside the polling station, notices setting out (in alphabetical order of surnames) the surnames and first names or the initials, symbols and voting colours of the candidates;

(c) one or more polling booths in which voters may handle their ballot envelopes and counters in secrecy, each containing notices of the kind referred to in paragraph (b), a table and a discard box;

(d) one or more ballot boxes placed in front of the presiding officer; and

(e) a copy of the election roll for the polling district, a sufficient number of ballot envelopes, counters and other things necessary for the poll to be properly and expeditiously carried out.

(2) Every presiding officer shall be in possession of a seal supplied by the Secretary.

24. (1) Every ballot box shall be provided with a lock or other device for securing it when closed, and shall be so constructed that ballot envelopes can be put therein when it is closed but cannot be removed therefrom once it has been sealed in terms of subregulation (2).

Ballot boxes
and discard
boxes

(2) Immediately before the commencement of the voting the presiding officer at each polling station shall show each ballot box empty to such persons as may lawfully be present so that they may see that it is empty, and shall, before placing it in position, close and place his seal upon it in such manner as to prevent it being opened without breaking the seal, and shall keep it so closed and sealed.

(3) Every discard box shall be so constructed that counters can be put therein but cannot be removed or seen unless the box or any fastening thereof is destroyed.

25. The voting at an election shall be conducted in the following manner —

Method of
voting

(a) every voter desiring to record his vote shall present himself at the polling station in respect of which he is registered to vote, and shall produce his voter's registration card to the presiding officer;

(b) the presiding officer, after satisfying himself —

(i) that the name of such voter appears on his copy of the election roll for that polling station,
 (ii) that such voter has not already voted at that election, and
 (iii) that such voter has not become disqualified from voting,
 shall deliver to him a ballot envelope and such number of counters as there are candidates for election, each counter having the voting colour of a particular candidate;

(c) immediately before the presiding officer delivers a ballot envelope and counters to any person —

- (i) the number and name of the voter, as stated in the election roll, shall be called out,
- (ii) a mark shall be made on the copy of the election roll against the number of such voter to show that he has been issued with a ballot envelope and counters,
- (iii) the voter's registration card shall be marked by the presiding officer with the date and his initials;

(d) subject to the provisions of paragraph (g), a voter on receiving a ballot envelope and counters shall go immediately into a polling booth set aside for such purpose, and shall there secretly record his vote by putting into the ballot envelope the counter having the voting colour of the candidate for whom he wishes to vote;

(e) he shall then seal the ballot envelope and put the unused counters into the discard box, and return to the presiding officer, and, having held up the ballot envelope so that the presiding officer can identify it, shall drop the ballot envelope into the ballot box placed in front of the presiding officer;

(f) every voter shall vote without undue delay and shall leave the polling station as soon as he has voted;

(g) on the application in person of any voter who is incapacitated by blindness or other physical cause from voting, the presiding officer shall secretly record the voter's vote by putting into the ballot envelope the counter having the voting colour of the candidate for whom the voter wishes to vote, and he shall then seal the ballot envelope and put the unused counters into the discard box and drop the ballot envelope into the ballot box.

Assistance to
voters by
election officers

26. Except as provided in these Regulations, the presiding officer or polling officers shall not give any assistance or explanation to a voter beyond —

- (a) directing him to a polling booth where he may vote;
- (b) informing him of the nature of the notice posted inside the polling booth; and
- (c) informing him of the procedure he should follow after entering the polling booth.

Interference
with voters

27. Except as provided in these Regulations, no person shall approach, interfere with, speak to or assist a voter from the time he has received his ballot envelope and counters to the time he has completed voting.

Voters
objected to

28. (1) If a candidate or his polling agent or a voter makes before the presiding officer a written declaration on oath in Form D in the Schedule that he verily believes and undertakes to prove that a person applying for or in possession of a ballot envelope and counters —

(a) is in fact not the voter in whose name he assumes to vote;
 (b) that such person has voted before in the same election; or
 (c) that such person is disqualified from voting in such election,
 the presiding officer shall, unless that person makes a written declaration on oath in Form E in the Schedule before the presiding officer that the statements in the first mentioned declaration (which shall be read to him) are false, prohibit the issue of a ballot envelope and counters to that person or, if a ballot envelope and counters have already been issued to him but he has not yet entered the polling booth, impound and cancel the ballot envelope and counters, endorse on the envelope the reason for the cancellation and make an appropriate endorsement on the marked copy of the election roll.

(2) If that person has already voted, or thereafter votes, the presiding officer shall cause the words "protested against under regulation 28" to be placed against the name of the person on the marked copy of the election roll.

(3) A ballot envelope so impounded and cancelled shall be treated as a spoilt ballot envelope.

(4) The presiding officer is hereby authorised and required to administer the oath referred to in subregulation (1).

(5) A person who makes any false statement in a declaration referred to in subregulation (1) shall be guilty of an offence unless he proves that he did not know that the statement was false, and shall be liable to a fine not exceeding P100, or in default of payment to imprisonment for a term not exceeding three months.

29. (1) A voter who has accidentally dealt with his ballot envelope in such manner that it may not properly be used as a ballot envelope may, on delivering such ballot envelope to the presiding officer, and after satisfying the presiding officer that it has been spoilt by accident, obtain another ballot envelope in place thereof and the spoilt ballot envelope shall be immediately cancelled and the presiding officer shall make an appropriate endorsement on the marked copy of the election roll.

Spoilt ballot envelope

(2) A voter who has accidentally placed his ballot envelope in the discard box may, on satisfying the presiding officer that it was so placed by accident, obtain another ballot envelope in place thereof and the presiding officer shall make an appropriate endorsement on the marked copy of the election roll.

30. Any voter who has accidentally dealt with his counters in such a manner that he is unable to vote as he wishes shall be entitled to obtain a further set of counters, on demand, and shall not be required to disclose directly or indirectly what counters were accidentally dealt with.

Additional counters

31. A vote may not be recorded by a voter except by his attending in person at the polling station and recording his vote in accordance with these Regulations.

Personal attendance

32. Subject to the provisions of regulation 33 no person shall be permitted to vote at any polling station other than the one in respect of which he is enrolled.

Voters to vote at polling station in respect of which enrolled
 Voting by election officers and police officers

33. (1) So far as practicable polling officers and police officers on duty at polling stations shall be assigned to polling stations in respect of which they are enrolled.

(2) Polling officers and police officers on duty at polling stations in respect of which they are enrolled shall so inform the presiding officer, who shall himself supervise the formalities necessary for the casting of their votes.

(3) If a presiding officer is on duty at a polling station in respect of which he is enrolled a polling officer shall supervise the formalities necessary for the casting of such presiding officer's vote.

(4) A polling officer or police officer on duty at a polling station shall, if the polling station in respect of which such officer is enrolled is not an unreasonable distance away, be permitted to leave the polling station at which he is on duty in order to cast his vote, if the presiding officer considers that at some time on the day of election that will be reasonable and convenient.

(5) Where compliance with subregulation (1) or (4) is impracticable but both polling stations concerned are in the same polling district, the returning officer shall authorize the polling officer or police officer concerned, by certificate under his hand to vote at the polling station where he is on duty.

(6) A certificate issued under the provisions of subregulation (5) shall be in Form F in the Schedule.

(7) The polling officer or police officer to whom a certificate has been issued under the provisions of subregulation (5) shall present such certificate to the presiding officer at the polling station at which he is on duty and upon the presiding officer being satisfied that he is the person to whom the certificate refers such polling officer or police officer shall cast his vote in accordance with the provisions of these Regulations and the presiding officer shall retain such certificate for disposal with other election papers in accordance with regulation 39 and he shall add the name of such polling officer or police officer to his election roll.

Tendered ballot
envelopes

34. (1) If a person representing himself to be a voter named in the election roll and being in possession of a voter's registration card in such name applies for a ballot envelope after another person has voted in such name, the applicant shall, after making a declaration on oath in Form G in the Schedule be entitled to receive a ballot envelope and counters in the same manner as any other voter, except that such ballot envelope (hereinafter referred to as a "tendered ballot envelope") shall be crossed in the manner of a registered letter.

(2) The name of such voter, his number in the election roll and the number of the tendered ballot envelope issued to him shall be entered on a list to be called the tendered votes list, which shall be admissible in any legal proceedings arising out of the election.

Control of
polling station

35. The presiding officer shall regulate the admission of voters to the polling station and shall exclude all other persons except candidates, polling agents, polling officers and any other person who has lawful reason to be admitted, and shall keep order and ensure compliance with these Regulations at the polling station.

Removal of
persons
misconducting
themselves

36. If any person misconducts himself at a polling station or fails to obey any lawful order of the presiding officer he may, by order of the presiding officer (but not of any other polling officer), be removed from the polling station by a police officer or any other person authorized by the presiding officer, and a person so removed shall not without the permission of the presiding officer again enter the polling station during the day of the election:

Provided that the powers conferred by this regulation shall not be exercised so as to prevent any person who is otherwise entitled to vote at a polling station from voting.

37. (1) If the proceedings at any polling station are interrupted or obstructed by riot or open violence, the presiding officer shall adjourn the proceedings until later in the day or until the following day after taking such precautions as are necessary to safeguard the ballot boxes and envelopes and other election requisites, and shall forthwith notify the returning officer, who shall in turn notify the Secretary.

Adjournment
of poll in case
of riot

(2) If the poll is adjourned at any polling station the hours of polling on the day to which it is adjourned at any polling station the hours of polling on the day to which it is adjourned shall be the same as for the original day, and references in these Regulations to the closing of the poll shall be construed accordingly.

38. When the hour appointed for the closing of the poll has been reached, the presiding officer shall declare that no more persons shall be admitted to the polling station, and thereafter only the persons already inside the polling station, or in any area set aside for waiting voters, shall be permitted to vote.

Closing of
poll

39. (1) The presiding officer of each polling station shall, as soon as practicable after the closing of the poll, in the presence of such of the candidates and their polling agents as attend, make up into separate packets, sealed with his seal and the seal of the candidates or their agents, if they desire to affix their seals —

Procedure
on closing
of poll

- (a) the unused ballot envelopes, the spoilt ballot envelopes and the ballot envelopes cancelled in terms of subregulation (2);
- (b) the marked copy of the election roll together with any certificates received from the returning officer under regulation 33; and
- (c) the tendered votes list.

(2) Any ballot envelopes which are left in the polling booth shall be cancelled by the presiding officer.

(3) Any counters which are left in the polling booth shall be put into the discard box by the presiding officer.

(4) Every unopened ballot box shall be secured by the presiding officer and sealed with his seal and with the seals of such of the candidates or their agents as attend and desire to affix their seals, in such manner that it cannot be opened and nothing can be inserted therein without the seals being broken.

(5) The presiding officer shall despatch each such packet and ballot box in safe custody to the returning officer, together with a statement by the presiding officer (hereinafter referred to as the "ballot envelope account") showing —

- (a) the number of ballot envelopes entrusted to him;
- (b) the number of ballot envelopes issued;
- (c) the number of ballot envelopes contained in the packet referred to in subregulation (1) (a);
- (d) the number of ballot envelopes alleged, in terms of regulation 29(2), to have been placed in the discard box by mistake.

(6) The presiding officer shall despatch the unopened discard box in safe custody to the returning officer for onward transmission to the Secretary who shall retain all such boxes in his possession unopened until the result of the election has been ascertained and then dispose of them as he sees fit.

40. (1) Each candidate may appoint one person (hereinafter referred to as a "counting agent") to attend at the counting of the votes.

Counting
agents

(2) Notice in writing of the appointment stating the name and address of the counting agent, shall be given by the candidate to the returning officer on polling day, and the returning officer may refuse to admit to the place where the votes are counted any person purporting to be a counting agent in respect of whom no such notice has been given.

Counting of
votes

(3) If a counting agent dies, or becomes incapable of acting as such, a candidate may appoint another counting agent in his place, and the candidate shall immediately notify the returning officer in writing of the name and address of the counting agent so appointed.

41. (1) The returning officer shall make arrangements for counting the votes, at a place to be determined by him, in the presence of any candidates or counting agents who wish to be present, as soon as practicable after the closing of the poll, and shall as far as practicable proceed continuously to comply with the provisions of regulations 42 and 43 until the counting is completed, allowing only reasonable time for refreshment.

(2) Except with the consent of the returning officer, no person other than the returning officer, the assistant returning officer, the candidates and their husbands or wives and their counting agents may be present at the counting of the votes.

(3) No candidate or counting agent shall record the serial number of any ballot envelope which he sees during the counting.

(4) Any candidate or counting agent who contravenes the provisions of subregulation (3) shall be guilty of an offence and liable to a fine not exceeding P100 or, in default of payment, to imprisonment for a term not exceeding three months.

Verification
of ballot
envelope
accounts

42. (1) When all the ballot boxes have been received by the returning officer, he shall, in the presence of any candidate or counting agents who wish to be present, proceed to verify the ballot envelope accounts of each polling station in the polling district by opening the sealed packet containing the unused, spoilt and cancelled ballot envelopes from that polling station and comparing the number of ballot envelopes in it and the total number of ballot envelopes found in the ballot boxes for that polling station.

(2) The returning officer shall prepare a statement as to the result of the verification and shall on request allow any candidate or counting agent to copy such statement.

(3) After examination the returning officer shall return the unused, spoilt and cancelled ballot envelopes to the packet from which they were taken and shall reseal such packets with his seal.

(4) When the procedures set out in subregulations (1), (2) and (3) have been completed in respect of each polling station in the polling district the returning officer shall mix together all the ballot envelopes found in the ballot boxes for that polling district and shall proceed to count the votes in the manner set out in regulation 43.

Method of
counting

43. (1) After verifying the ballot envelope accounts in the manner set out in regulation 42, the returning officer shall then open each ballot envelope, remove the counter therein, affix it to the face of the envelope and put the envelope into a separate pile or receptacle according to the colour of the counter.

(2) The returning officer shall not open the tendered ballot envelopes but shall put them all together into a separate pile or receptacle.

(3) The returning officer shall reject and endorse the word "rejected" on any ballot envelope on which anything is written or marked by which the voter can be identified except the serial number, or in which there is no counter or more than one counter:

Provided that the returning officer shall not reject any ballot envelope containing two or more counters of the same colour but shall treat such counters as if they were one counter of that colour.

(4) If any candidate or counting agent objects to a decision made by the returning officer under subregulation (3) the returning officer shall endorse the words "objected to" on the ballot envelope.

(5) The returning officer shall then proceed to count the ballot envelopes in favour of each candidate.

(6) While handling ballot envelopes the returning officer shall so far as possible keep their faces upwards.

(7) In this regulation "returning officer" includes any assistant returning officer authorized by the returning officer to perform the duties of a returning officer under this regulation.

44. The returning officer shall prepare a statement showing the number of ballot envelopes rejected and shall on request allow any candidate or counting agent to copy the statement.

45. The decision of the returning officer on any question arising in respect of any ballot envelope shall be final, and shall not be questioned in any legal proceedings except on an election petition.

46. (1) At the conclusion of the counting of the votes the returning officer shall seal up in separate packets the counted ballot envelopes, the rejected ballot envelopes and the tendered ballot envelopes.

(2) The returning officer shall at no time open the sealed packet containing the marked copy of the election roll or the sealed packet containing the tendered votes list.

47. A candidate or his counting agent may, if present when the counting or any re-count of the votes is concluded, require the returning officer to have the votes re-counted or again re-counted, but the returning officer may refuse to do so if in his opinion the request is unreasonable.

48. When an equality of votes is found to exist between any candidates so that the addition of a vote would entitle one of the candidates to be declared elected, the returning officer shall forthwith decide between those candidates by lot, and shall proceed as if the candidate on whom the lot falls had received an additional vote.

49. After counting the votes and having ascertained the result of the poll the returning officer shall —

- (a) certify by endorsement on the instrument the return of the candidate elected;
- (b) declare the result of the poll by reading such endorsement aloud at the place of counting;
- (c) return the instrument so endorsed to the Secretary.

50. The Secretary shall notify the Minister of the return of the instrument and shall cause the result of the election to be published in the Gazette.

51. (1) The returning officer shall deliver all documents (including counters) relating to the conduct of the election to the Registrar of the High Court, who shall ensure their safe custody.

(2) The Registrar of the High Court shall retain for six months all such documents (including counters) relating to an election forwarded to him in accordance with this regulation and then, unless otherwise ordered by the court, or unless he is aware that legal proceedings are pending in respect of such election, shall cause them to be destroyed.

Statement of
rejected ballot
envelopes

Returning
officer's
decision final

Method of
dealing with
papers

Re-count

Decision
by lot

Certificate
and declaration
of result

Publication of
return

Documents
to be delivered
to High Court

Offences

52. (1) Any person who —

- (a) forges or fraudulently defaces or fraudulently destroys any nomination papers, or delivers to the officer to whom the nomination papers are required by these Regulations to be delivered any nomination paper knowing the same to be forged;
- (b) forges or counterfeits or fraudulently destroys any ballot envelope or official mark on any ballot envelope or any certificate or return;
- (c) without due authority supplies any ballot envelope or counters to any person;
- (d) fraudulently puts or substitutes any counter in a ballot envelope;
- (e) fraudulently puts into any ballot box any envelope which he is not authorized by law to put in;
- (f) fraudulently takes out of the polling station any ballot envelope or counter, or
- (g) without due authority, destroys, takes, opens or otherwise interferes with any ballot box or packet of ballot envelopes or counters then in use for the purpose of the election,

shall be guilty of an offence and liable to a fine not exceeding P100 or to imprisonment for a term not exceeding three months, or to both.

(2) In any prosecution for an offence in relation to nomination papers, ballot envelopes, ballot boxes or marking instruments at an election the property in such envelopes, boxes or instruments may be stated to be in the officer charged with the conduct of the election.

Dereliction
of duty by
election officer

53. Any officer appointed in accordance with regulation 3 who is wilfully and without reasonable cause guilty of any act or omission in breach of his official duty shall be guilty of an offence and liable to a fine not exceeding P100 or to imprisonment for a term not exceeding three months, or to both.

Requirement
of secrecy

54. (1) The officer charged with the conduct of any election and his assistants and every polling agent and counting agent or candidate in attendance at a polling station or at the place determined for the counting of the votes shall maintain and aid in maintaining the secrecy of the voting and shall not, except for some purpose authorized by law, communicate before the polls close to any person any information as to the name or number in the election roll of any voter who has or has not voted.

(2) No person shall —

- (a) obtain or attempt to obtain in a polling station information as to the candidate for whom a voter is about to vote or has voted; or
- (b) communicate at any time to any person any information obtained in a polling station as to the candidate for whom a voter is about to vote or has voted.

(3) Any person who contravenes any of the provisions of this regulation shall be guilty of an offence and liable to a fine not exceeding P100 or to imprisonment for a term not exceeding three months, or to both.

PART III— *Election Expenses and Election Agents*

55. (1) For the purposes of this Part “election expenses” means, in relation to a candidate at an election, all moneys expended or expenses incurred on account of or in respect of the conduct or management of that election by that candidate or on his behalf or in his interest, and for the purposes of this subregulation money shall be deemed to have been expended or expenses incurred in respect of the conduct or management of an election if expended or incurred after the issue of an instrument in relation to that election.

Election
expenses

(2) The following expenses shall not be deemed to be election expenses —

- (a) any moneys expended or expenses incurred by any association or group of persons or by any person in the general interests of a political party or organization or its candidates generally, not being moneys expended or expenses incurred directly in the particular interest of any particular candidate or expenditures referred to in regulation 61(1);
- (b) any moneys expended or expenses incurred by any political party or organization in the printing, publication or distribution of the official organ of that political party or organization;
- (c) any money deposited under regulation 7.

(3) For the purposes of the return to be made in terms of regulation 62 and the determination of the maximum amount allowed under regulation 56 the following expenses shall not be deemed to be election expenses —

- (a) personal expenses;
- (b) if not paid by the candidate, the reasonable travelling expenses of any person appearing on the platform of that candidate and his reasonable expenses of living at an hotel or elsewhere in connection with that appearance;
- (c) any moneys expended on telephone calls;
- (d) any election expenses incurred without the express or implied authority of the candidate or his election agent.

56. The election expenses of any candidate shall not exceed P1000.

Maximum of
election expenses

57. (1) Not later than 10 days after nomination day a candidate may appoint one person to be his election agent and shall forthwith notify in writing the full name and address of his election agent to the returning officer who shall forthwith publish a statement setting out the information so given by displaying it at the place appointed for the receipt of nomination.

Appointment
of election
agent

(2) If the candidate revokes the appointment of his agent or the election agent dies, the candidate may forthwith appoint another election agent and in that event the provisions of subregulation (1) shall apply as if that appointment were the original appointment.

(3) If the candidate fails to give the notification required in terms of subregulation (1) or (2) he shall be deemed to be his own election agent and thereupon shall, so far as circumstances admit, be subject to the provisions of these Regulations both as a candidate and an election agent.

58. An election agent shall appoint in writing every clerk and messenger employed for hire or reward on behalf of the candidate.

Appointment
of clerks and
messengers
Disclosure
of expenditure

59. (1) All money provided by an association or group of persons or by any person for the election expenses of a candidate, whether as a gift, loan, advance or deposit, shall be paid or promised to the candidate or his election agent and not otherwise and shall be fully disclosed, whether paid or promised, in the return respecting election expenses made as hereinafter required:

Provided that this subregulation shall not be construed as applying to any money deposited by the candidate under regulation 7.

(2) Any person who makes or promises to make any payment, advance or deposit in contravention of this regulation or for any purpose other than a lawful and authorized purpose or who pays in contravention of this regulation or for other than a lawful and authorized purpose any money so provided as aforesaid shall be guilty of an offence and shall be liable to a fine not exceeding P100 or to imprisonment for a term not exceeding three months, or to both.

Receipts of
election
expenses

60. Every payment in respect of any election expenses shall except where less than P10 in all in any one account, be vouched for by a bill stating the particulars and by a receipt or some other evidence of payment.

Apportionment
of election
expenses
incurred by
political party

61. (1) With the consent of the candidates concerned, a political party or organization may incur expenditure on the advertisement of candidates sponsored by such party or organization and their meetings and in that event shall —

- (a) apportion the expenditure between such candidates as it thinks fit; and
- (b) within 30 days after polling day in the election inform each candidate of the amount so apportioned to him,

and the amount so apportioned shall form part of the candidate's election expenses.

(2) Any advertisement referred to in subregulation (1) shall include the name of the secretary of the political party or organization in question and a statement that it is published under the authority of that political party or organization.

(3) The secretary of a political party or organization shall, within 90 days after polling day in the election, render in respect of every candidate sponsored by such party or organization who stood for election, to the appropriate returning officer a true return showing the expenditure incurred in terms of subregulation (1) and the amount apportioned to each candidate.

(4) The provisions of this regulation shall not apply to any matter published in the official organ of a political party or organization which relates to any of the candidates sponsored by such party or organization.

Return of
election
expenses

62. (1) Within 90 days after the result of any election has been declared every candidate at that election shall render to the returning officer a true return in such form as the Secretary may direct and verified by his affidavit showing —

- (a) all his election expenses which have been paid;
- (b) all his election expenses which are unpaid and undisputed;
- (c) all claims for election expenses which are disputed by the candidate;
- (d) all money which, under the provisions of regulation 59, he is required to disclose in the return and the name of the person from whom he has received such money;

(e) any amount apportioned to him under the provisions of regulation 61, together with all relevant bills, invoices and receipts relating to the expenses referred to in paragraphs (a), (b) and (c).

(2) If no election expenses have been incurred the candidate shall, in an affidavit, render a return to that effect to the returning officer within the period aforesaid.

(3) If a candidate who has taken no part in the election has appointed an election agent, that election agent shall be responsible for rendering the return referred to in subregulation (1) and in such case any reference in subregulations (1), (5), (6), (7) and (8) to a candidate shall be read as a reference to that election agent.

(4) If in the case of a successful candidate at an election the return has not been rendered within the period prescribed in subregulation (1) that candidate shall not thereafter sit or vote in the Council until such return has been rendered or until the date of the condoning order, if any, excusing such failure.

(5) A candidate who fails to comply with the provisions of subregulation (1) shall be guilty of an illegal practice unless such failure has been excused by a condoning order and liable to a fine not exceeding P100 or to imprisonment for a term not exceeding three months, or to both.

(6) Any candidate who makes any material false statement of fact in his return knowing it to be false or not believing it to be true shall be guilty of an offence and liable to a fine not exceeding P100 or to imprisonment for a term not exceeding three months, or to both.

(7) It shall be the duty of the returning officer to report to the Attorney-General any contravention of this regulation and further to demand from the candidate the return of information which it was his duty under this regulation to furnish.

(8) If after the rendering of the return any claim referred to in subregulation (1)(c) or any portion of such claim is paid, the candidate shall, within seven days after such payment, transmit to the returning officer a return of the amounts paid specifying the claims to which they relate.

63.(1) When the return respecting election expenses has not in respect of any candidate at an election been rendered as required by these Regulations or, having been rendered, is incomplete or contains some error or false statement —

- (a) if the candidate applies to the High Court and shows that the failure to render the return or any error or false statement therein or omission therefrom has arisen by reason of his illness or of the absence, death, illness or misconduct of his election agent or by reason of inadvertence or of any reasonable cause of a like nature and not by reason of any want of good faith on the part of the applicant; or
- (b) if the election agent of the candidate applies to the High Court and shows that the failure to render the return which he was required to render or any error or false statement therein or omission therefrom arose by reason of his illness or of the death or illness of any prior election agent of the candidate or of the absence, death, illness or misconduct of any employee or agent of an election agent of the candidate or by reason of inadvertence or of any reasonable cause of a like nature and not by reason of any want of good faith on the part of the applicant,

the High Court may, after such notice of the application and on production of such evidence on the grounds stated in the application and of good faith of the applicant and otherwise as to the Court seems fit, make such order excusing the failure to transmit such return or for an error or false statement therein or omission therefrom as to the Court seems just.

(2) Where it appears to the High Court that any person has refused or failed to supply such particulars as will enable the candidate or election agent to comply with the provisions of regulation 62 the High Court before making a condoning order shall order such person to attend before the Court and on his attendance shall, unless he shows cause to the contrary, order him to supply the necessary particulars within such time as the Court may direct.

Condoning
orders

(3) Any person who fails to comply with an order made under the provisions of subregulation (2) shall be guilty of an offence and liable to a fine not exceeding P100 or to imprisonment for a term not exceeding three months, or to both.

(4) A condoning order may be made conditional upon the rendering of the return in a modified form or within an extended time and upon compliance with such other terms as to the High Court seem best calculated for carrying into effect the objects of these Regulations.

(5) A condoning order shall relieve the applicant from any liability or consequence under these Regulations in respect of the matter excused by the order.

(6) The date of the condoning order or, if conditions and terms are to be complied with, the date on which the applicant fully complies with them is, in these Regulations, referred to as the date of the condoning order.

Inspection of
return

64. (1) The return and any accompanying documents shall be kept at the office of the returning officer or at some convenient place appointed by him and shall at all reasonable times during six months next after their receipt by the returning officer be open to inspection by any person on payment of a fee of 10 thebe and the returning officer for the time being shall on demand during that period supply copies thereof, or of any part thereof, at the price of eight thebe for every 100 words.

(2) After the expiry of the said period, the returning officer for the time being may destroy the return and any accompanying documents or if the person who rendered the return so requires shall return it and any accompanying documents to him.

PART IV—*Miscellaneous*

Inaccurate
description of
places and
persons

65. No misnomer or inaccurate description of any person or place named or described in any roll, notice or other documents whatsoever prepared or issued under or for the purposes of these Regulations shall in any manner affect the operation of these Regulations as respects that person or place if that person or place is so designated in such register, notice or document as to be identifiable.

Defacement of
notices

66. Every person who, without lawful authority, destroys, mutilates, defaces or removes any notice which is exhibited under the authority of these Regulations or any document which is made available for inspection in accordance with the provisions of these Regulations shall be guilty of an offence and liable to a fine not exceeding P50.

Translation of
forms

67. The forms contained in the Schedule to these Regulations may be translated into and used in such languages as the Secretary may direct.

Revocation
of S.I. 29 of
1998

68. The Local Council (Conduct of Elections (Repeal)) Regulations, 1998, are hereby revoked.

SCHEDULE

LOCAL COUNCILS (CONDUCT OF ELECTIONS)
REGULATIONS
(regulation 5(1) and (4))

ELECTION INSTRUMENT
by

The Minister of Local Government, Lands and Housing

To: The Returning Officer

..... Polling District
WHEREAS by regulation 5(1) of the Local Councils (Conduct of Elections) Regulations it is provided that for the purpose of an election to a District Council, a City or a Town Council or of a by-election to fill a vacancy therein caused by death, resignation or otherwise, the Minister of Local Government, Lands and Housing shall issue an election instrument under his hand, addressed to the returning officer of each polling district for which a member is to be returned;

AND WHEREAS it is desirable that an election instrument should be issued for an election;

NOW THEREFORE I,,
the Minister of Local Government, Lands and Housing do hereby direct that you the said returning officer shall receive the nomination of candidates for election in the aforesaid polling district between the hours of 9 a.m. and 1 p.m., and 2.30 p.m. and 5.00 p.m. at

..... on the day of 19.....

at; and that any poll that may become

necessary shall be taken on the day of 19.....;
and do further direct that when a candidate has been duly elected you do endorse this election instrument with the name of that candidate and return it to the Secretary, according to law.

GIVEN under my hand at
this day of 19.....

.....
Minister of Local Government, Lands and Housing

.....
(Name of unopposed or successful candidate)

has been duly elected as member for the polling district.

Date:

.....
Returning Officer

LOCAL COUNCILS (CONDUCT OF ELECTIONS)
REGULATIONS
(regulation 5(6))

NOTICE OF ISSUE OF ELECTION INSTRUMENT

..... Polling District
Notice is hereby given that the Minister of Local Government, Lands and Housing having
issued an instrument for the election of a member for the

polling district, I will on the day of 19.....
between the hours of 9.00 a.m. to 1.00 p.m. and 2.30 p.m. to 5.00 p.m. proceed to the nomination
of candidates and, if there is no contest, to the election of a member for the polling district.

2. Each candidate must be nominated on a separate nomination paper. Forms
of nomination may be obtained free of charge during office hours at the office of

.....
3. Every nomination must be proposed and seconded and supported by seven other persons
and the names of such proposer, seconder and supporters must appear on the election roll of the
polling district for which the candidate seeks election.

4. The consent of the candidate to stand for election must be endorsed on the nomination
paper.

5. Every candidate must, either before his nomination paper is delivered to me, deposit or
cause to be deposited in any convenient Government revenue office the sum of P20 in cash, and
must at the time of delivery of his nomination paper produce or cause to be produced to me the
receipt for such sum or, at the time of delivery of his nomination paper deposit or cause to be
deposited with me the sum of P20 in cash, and no nomination shall be valid unless the said
deposit has been made and, in the case of a deposit made at a Government revenue office, the
receipt therefor produced to me.

6. Nomination paper must be delivered to me between the hours of 9.00 a.m. to 1.00 p.m.
and 2.30 p.m. to 5.00 p.m. on the day of 19.....

at

7. If more than one candidate is validly nominated polls will be taken between the hours
of

and on the day of 19.....

Date:

.....
Returning Officer

.....
Polling District

LOCAL COUNCILS (CONDUCT OF ELECTIONS) REGULATIONS
(regulation 6(2))

NOMINATION PAPER

We, the undersigned voters enrolled on the existing electoral roll for the polling district, hereby nominate

Mr/Mrs/Miss of as a candidate for the aforesaid polling district.

	Full Names (in block capitals - surname first)	Signature/Mark and names and signature of witness	Address	Polling Station at which registered
Proposed				
Seconded				
Supported				
(2)				
(3)				
(4)				
(5)				
(6)				
(7)				

P.T.O.

FORM C
(Reverse)

I, the said
(candidate's full name), do hereby accept the nomination made on this paper and declare that —

(a) I am registered as voter No at the Polling

Station in the Polling District;

(b) I possess all the qualifications referred to in section 15 of the Local Government (District Councils) Act and regulation 15 of the Town Council Regulations, and none of the disqualifications referred to in section 62 of the Constitution;

(c) I have not accepted nomination as a candidate (or no longer remain a nominated candidate) in this election in any polling district other than that to which this paper relates.

My preference of symbol and voting for the purpose of this election is

.....

Date:

Address:

.....

.....

.....
Signature of Candidate

LOCAL COUNCILS (CONDUCT OF ELECTIONS)
REGULATIONS
(regulation 28(1))

OBJECTION TO VOTER

I,, being

*(a) a candidate for election to the
polling district

*(b) a polling agent of the candidate for election to the
polling district

do hereby declare and undertake to prove that the person applying for/in possession of a ballot

envelope and counters in the name of

who is enrolled on the existing election roll for the

polling station under number

*(a) is not the person he purports to be

*(b) has voted before at this election

*(c) is disqualified from voting at this election by reason of the fact that

.....
.....
.....
.....

.....
Signature

Sworn to before me, this day of 19.....,

at

..... Polling Station.

.....
Presiding Officer

*Delete as necessary.

LOCAL COUNCILS (CONDUCT OF ELECTIONS)
REGULATIONS
(regulation 28(1))

DECLARATION BY VOTER

I,
(Full Name in Block Capitals)

of
..... (Address)

hereby declare that —

(a) (i) I, am the person whose name appears as

under number on the existing election roll for the
..... polling station;

(ii) I have not voted before at this election; and

(iii) I am not disqualified from voting at this election; and

(b) the statement concerning my eligibility to vote in this election made by

.....
which has been read out to, and is understood by, me, is false.

.....
Signature

Sworn to before me, this day of 19.....

at Polling Station.

.....
Presiding Officer

LOCAL COUNCILS (CONDUCT OF ELECTIONS)
REGULATIONS
(regulation 33(6))

CERTIFICATE AUTHORISING POLLING OFFICER OR POLICE
OFFICER TO VOTE AT THE POLLING STATION WHERE HE
IS ON DUTY

I certify that (full name)

who is enrolled in the

polling district is authorized to vote at
Polling Station where he is on duty.

.....
Constituency

.....
Returning Officer

LOCAL COUNCILS (CONDUCT OF ELECTIONS)
REGULATIONS
(regulation 34(1))

DECLARATION OF IDENTITY BY A VOTER

I,
(Full names in BLOCK CAPITALS, placing SURNAME first)

hereby declare that I am enrolled as a voter at the
polling station.

My present address is:

My voter's registration card number is

..... and I further declare that I have not voted before
at this election.

Date:

.....
Signature

Sworn to before me, this day of 19.....

at

.....
Polling Station

.....
Presiding Officer

MADE this 10th day of June, 1998.

D.K. KWELAGOBÉ,
Minister of Local Government,
Lands and Housing.