

GUARANTEE- SWORN AUCTIONEER

Know all men by these presents that we, (hereinafter referred to as the Company) are held and firmly bound unto The Government of Mauritius for the period from(date)..... to(date)..... in the sum of ONE HUNDRED THOUSAND ONLY (Rs 100,000) of lawful money to be paid to the said Government of Mauritius for which payment to be well and truthfully made, the said Company, for themselves and their successors do hereby bind themselves firmly by these presents.

Whereas Mr., Sworn Auctioneer of(address)....., in the island of Mauritius and its dependencies, hereinafter referred to as “The Officer”, has applied to..... to enter into this Bond in accordance with Section 4(1)(b) of the Sales By Auction Act and the said Company has accepted to become surety for him within the terms of this Bond whilst he shall remain in his office.

Now the condition of this Bond or obligation is such that if the said officer shall well and truly perform and execute all and singular the duties of his said office, and conduct himself with integrity in the matters which shall be entrusted to him as such officer or if a “fait de charge” having been proved against the said officer carrying on some pecuniary loss to some or one of his clients, or to any person or persons, the said officer, his Executors or Administrators or one of them shall make good or pay the said pecuniary loss, then the above written Bond or obligation shall be void, or else, shall subject to the terms and provisions hereinafter contained be and remain in full force and virtue.

Provided also that if legal proceedings are entered against the said Officer, in connection with a “fait de charge” of which, on application, the Accountant-General will give notice to the Company, the Company’s Liability as such surety shall cease and determine after three months reckoning from the date on which a declaration shall have been made by the company to the Registrar of the Supreme Court, and posted up in the hall of the Supreme Court, to the effect that the Company is desirous to be relieved as surety.

Provided also that when a claim is made to, or payment effected by the Company under this Bond, the Company may request the claimant or payee (as the case may be) to furnish such information as is within his power to furnish so as to enable the company to sue the defaulting officer, his heirs, administrators and executors for the reimbursement of any money which the Company may have to pay or have paid under this bond in respect of such officer’s default. Such request as aforesaid may be made either before or after payment by the Company has been effected.

PORT LOUIS, THEDAY OF20.....

Signed on behalf of the