REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

Staatskoerant
Government Gazette

R0,80 Prys • Price
R0,08 Plus 10% BTW • VAT
R0,88 Verkoopprys • Selling price
Buitelands **R1,10** Other countries
Posvry • Post free

As 'n Nuusblad by die Poskantoor geregistreer
Registered at the Post Office as a Newspaper

Vol. 317 PRETORIA, 15 NOVEMBER 1991 No. 13620

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN BUITELANDSE SAKE

No. 2710 **15 November 1991**

ERKENNING VERLEEN AS EREKONSUL

Hierby word bekendgemaak dat aan mnr. Andreas-Charalambous Polemitis met ingang van 3 Mei 1991 erkenning verleen is as Erekonsul van Griekeland in Port Elizabeth, met die gedeelte van die provinsie die Kaap die Goeie Hoop ten ooste van en met inbegrip van die landdrosdistrikte Venterstad, Steynsburg, Middelburg, Graaff-Reinet, Jansenville, Somerset-Oos, Kirkwood, Uitenhage, Hankey en Humansdorp as sy regsgebied.

(72/23/4)

DEPARTEMENT VAN FINANSIES

No. 2681 **15 November 1991**

WET OP DIE LENINGSFONDS VIR PLAASLIKE BESTURE, 1984 (WET 67 VAN 1984)

VASSTELLING VAN BYKOMENDE DOELEINDES WAARVOOR LENINGS KRAGTENS DIE WET OP DIE LENINGSFONDS VIR PLAASLIKE BESTURE, 1984 (WET 67 VAN 1984), TOEGESTAAN KAN WORD

Ek, Barend Jacobus du Plessis, Minister van Finansies, stel hierby kragtens artikel 11 (1) (i) van die Wet op die Leningsfonds vir Plaaslike Besture, 1984 (Wet 67 van 1984) (hieronder die Wet genoem), die volgende doeleindes vas waarvoor lenings kragtens artikel 11 van die Wet aan plaaslike besture toegestaan kan word:

Die aankoop van grond wat benodig word vir die lewering van munisipale dienste ten opsigte van riool, sanitasie, elektrisiteits- en watervoorsiening, en brandweer- en gesondheidsdienste.

B. J. DU PLESSIS,
Minister van Finansies.

949—A

GOVERNMENT NOTICES

DEPARTMENT OF FOREIGN AFFAIRS

No. 2710 **15 November 1991**

RECOGNITION GRANTED AS HONORARY CONSUL

It is hereby notified that Mr Andreas-Charalambous Polemitis has, with effect from 3 May 1991, been granted recognition as Honorary Consul of Greece in Port Elizabeth, with that portion of the Province of the Cape of Good Hope to the east of and including the Magisterial Districts of Venterstad, Steynsburg, Middelburg, Graaff-Reinet, Jansenville, Somerset East, Kirkwood, Uitenhage, Hankey and Humansdorp as his area of jurisdiction.

(72/23/4)

DEPARTMENT OF FINANCE

No. 2681 **15 November 1991**

LOCAL AUTHORITIES LOANS FUND ACT, 1984 (ACT 67 OF 1984)

DETERMINATION OF ADDITIONAL PURPOSES FOR WHICH LOANS MAY BE GRANTED IN TERMS OF THE LOCAL AUTHORITIES LOANS FUND ACT, 1984 (ACT 67 OF 1984)

I, Barend Jacobus du Plessis, Minister of Finance, hereby determine under section 11 (1) (i) of the Local Authorities Loans Fund Act, 1984 (Act 67 of 1984) (hereinafter referred to as the Act), the following purposes for which loans may be granted to local authorities in terms of section 11 of the Act:

To purchase land that may be necessary to supply municipal services in respect of sewerage, sanitation, electricity and water supply, and fire brigade and health services.

B. J. DU PLESSIS,
Minister of Finance.

13620—1

DEPARTEMENT VAN HANDEL EN NYWERHEID

No. 2679 **15 November 1991**

WET OP STANDAARDE, 1982

REGULASIES VIR DIE BEHEER VAN DIE GEBRUIK OF TOEPASSING VAN GEBRUIKSKODES - WYSIGING VAN LYSSKEMA VIR KWALITEITSTELSELS

Ingevolge regulasie 4.1.3 van die regulasies gepubliseer by Goewermentskennisgewing 962 van 20 Mei 1988, maak die Raad van die Suid-Afrikaanse Buro vir Standaarde hierby 'n wysiging bekend van die lysskema gebaseer op gebruikskode 0157-1987: Kwaliteitstelsels (ingestel by Goewermentskennisgewing 732 van 4 April 1985 en gewysig by Goewermentskennisgewing 2007 van 18 September 1987).

Die bestek van die wysiging is dat die gebruikskode ooreenkomstig internasionale gebruik hernommer is na SABS ISO 9000, met identifisering van die verskillende dele daarvan deur die toepaslike subnommers in die ISO 9000-reeks. Die inhoud van die kode word nie deur die wysiging geraak nie en bestaande lystingsertifikate bly van krag. Daar word geag dat 'n verwysing na SABS 0157 of enige deel daarvan 'n verwysing na die ooreenstemmende SABS ISO-nommer uitmaak.

Deelnemers aan die lysskema kan onmiddellik daartoe oorgaan om die SABS ISO 9000-nommer, of die subnommer wat reeds op hul lystingsertifikate vermeld word, te gebruik.

DEPARTMENT OF TRADE AND INDUSTRY

No. 2679 **15 November 1991**

STANDARDS ACT, 1982

REGULATIONS FOR THE CONTROL OF THE USE OR APPLICATION OF CODES OF PRACTICE - AMENDMENT OF LISTING SCHEME FOR QUALITY SYSTEMS

In terms of regulation 4.1.3 of the regulations published by Government Notice 962 of 20 May 1988, the Council of the South African Bureau of Standards hereby makes known an amendment of the listing scheme based on code of practice SABS 0157-1987: Quality Systems (established by Government Notice 732 of 4 April 1985 and amended by Government Notice 2007 of 18 September 1987).

The scope of the amendment is that the code of practice has been renumbered SABS ISO 9000 in accordance with international use, with identification of the various parts thereof by the relevant sub-numbers in the ISO 9000 series. The contents of the code are not affected by the amendment and existing listing certificates remain in force. A reference to SABS 0157 or any part thereof shall be deemed to be a reference to the corresponding SABS ISO number.

Participants in the listing scheme may with immediate effect quote the SABS ISO 9000 number, or the sub-number already shown on their certificates of listing.

KANTOOR VAN DIE STAATSPRESIDENT

No. 2700 **15 November 1991**

OORDRA VAN SEKERE FUNKSIES IN VERBAND MET DIE ALGEMENE REËLING VAN GRONDSAKE

Hierby word vir algemene inligting bekendgemaak dat die Staatspresident kragtens artikel 26 van die Grondwet van die Republiek van Suid-Afrika, 1983 (Wet No. 110 van 1983), die administrasie van die bepalings van die ondergenoemde Wette, wat bevoegdhede, pligte en werksaamhede aan die Minister van Openbare Werke toewys met ingang van 1 November 1991 aan die Minister van Streek- en Grondsake opgedra het:

Opmetingswet, 1927 (Wet No. 9 van 1927).

Wet op Notariële Verbande (Natal), 1932 (Wet No. 18 van 1932).

Registrasie van Aktes Wet, 1937 (Wet No. 47 van 1937).

STATE PRESIDENT'S OFFICE

No. 2700 **15 November 1991**

ASSIGNMENT OF CERTAIN FUNCTIONS RELATING TO THE GENERAL ARRANGEMENT OF LAND AFFAIRS

It is hereby notified for general information that the State President has in accordance with section 26 of the Republic of South Africa Constitution Act, 1983 (Act No. 110 of 1983), assigned the administration of the provisions of the undermentioned Acts which entrust powers, functions and duties to the Minister of Public Works to the Minister of Regional and Land Affairs with effect from 1 November 1991:

Land Survey Act, 1927 (Act No. 9 of 1927).

Notarial Bonds (Natal) Act, 1932 (Act No. 18 of 1932).

Deeds Registries Act, 1937 (Act No. 47 of 1937).

Wet op Omsetting van Huurbesit te Kimberley in Eiendom, 1961 (Wet No. 40 van 1961).

Wet op Opheffing van Beperkings, 1967 (Wet No. 84 van 1967) met betrekking tot daardie bevoegdhede, pligte en werksaamhede wat nog nie aan 'n lid van 'n Ministersraad opgedra is nie.

Wet op Onteiening van Mineraalregte (Dorpe), 1969 (Wet No. 96 van 1969).

Wet op Stads- en Streekbeplanners, 1984 (Wet No 19 van 1984).

Wet op Professionele Landmeters en Tegniese Opmeters, 1984 (Wet No. 40 van 1984).

Wet op Deeltitels, 1986 (Wet No. 95 van 1986).

Wet op die Opgradering van Grondbesitregte, 1991 (Wet No. 112 van 1991).

Kimberley Leasehold Conversion to Freehold Act, 1961 (Act No. 40 of 1961).

Removal of Restrictions Act, 1967 (Act No. 84 of 1967) in respect of those powers, functions and duties which have not yet been assigned to a member of a Ministers' Council.

Expropriation of Mineral Rights (Townships) Act, 1969 (Act No. 96 of 1969).

Town and Regional Planners Act, 1984 (Act No. 19 of 1984).

Professional Land Surveyors' and Technical Surveyors' Act, 1984 (Act No. 40 of 1984).

Sectional Titles Act, 1986 (Act No. 95 of 1986).

Upgrading of Land Tenure Rights Act, 1991 (Act No. 112 of 1991).

DEPARTEMENT VAN MANNEKRAG

No. 2701 **15 November 1991**

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN REGISTRASIE VAN 'N WERKGEWERSORGANISASIE

Ek, David William James, Nywerheidsregistrateur, maak hierby kragtens artikel 14 (2) van die Wet op Arbeidsverhoudinge, 1956, bekend dat ek die registrasie van die Transvaal Knitters Association met ingang van 7 November 1991 ingetrek het.

D. W. JAMES,
Nywerheidsregistrateur.

DEPARTMENT OF MANPOWER

No. 2701 **15 November 1991**

LABOUR RELATIONS ACT, 1956

CANCELLATION OF REGISTRATION OF AN EMPLOYERS' ORGANISATION

I, David William James, Industrial Registrar, hereby notify, in terms of section 14 (2) of the Labour Relations Act, 1956, that I have cancelled the registration of the Transvaal Knitters Association with effect from 7 November 1991.

D. W. JAMES,
Industrial Registrar.

DEPARTEMENT VAN MINERAAL- EN ENERGIESAKE

No. 2682 **15 November 1991**

TERUGTREKKING VAN DIE UITHOU VAN GROND VIR DIE DOEL VAN 'N DORP

Die Minister van Mineraal- en Energiesake van die Republiek van Suid-Afrika het, kragtens die bevoegdheid hom verleen, die uithou van grond vir die doel van 'n dorp vervat in Goewermentskennisgewing No. 1980 van 1968, gepubliseer in *Staatskoerant* 2207 van 1 November 1968, teruggetrek vir sover dit betrekking het op 'n sekere gedeelte, ongeveer 4,1312 hektaar groot, van die plaas Elandsfontein 90 IR, distrik Germiston, myndistrik Johannesburg, provinsie Transvaal, geregistreer op naam van Simmer & Jack Mines Limited en getoon op 'n sketskaart waarvan afdrukke onder RMT R62/91 in die Mynbriewekantoor, Johannesburg, en in die kantoor van die Mynkommissaris, Johannesburg, bewaar word.

(19/5/1/3096)

DEPARTMENT OF MINERAL AND ENERGY AFFAIRS

No. 2682 **15 November 1991**

WITHDRAWAL OF RESERVATION OF LAND FOR THE PURPOSES OF A TOWNSHIP

The Minister of Mineral and Energy Affairs of the Republic of South Africa has, under the powers vested in him, withdrawn the reservation of land for purposes of a township contained in Government Notice No. 1980 of 1968, published in *Gazette* 2207 of 1 November 1968, in so far as it relates to a certain portion, in extent approximately 4,1312 hectares, of the farm Elandsfontein 90 IR, District of Germiston, Mining District of Johannesburg, Province of the Transvaal, registered in the name of Simmer & Jack Mines Limited and shown on a sketch plan copies of which are filed under RMT R62/91 in the Mining Titles Office, Johannesburg, and in the office of the Mining Commissioner, Johannesburg.

(19/5/1/3096)

No. 2683 **15 November 1991**

UITHOU VAN GROND VIR DIE DOEL VAN 'N DORP

Die Minister van Mineraal- en Energiesake van die Republiek van Suid-Afrika het 'n stuk geproklameerde grond, ongeveer 788,1712 hektaar groot, geleë op die plaas Spaarwater 171 IR, distrik Nigel, myndistrik Heidelberg, provinsie Transvaal, geregistreer op naam van die Dorpskomitee van Duduza en getoon op 'n sketskaart waarvan afdrukke onder RMT R30/91 in die Mynbriewekantoor, Johannesburg, en in die kantoor van die Mynkommissaris, Heidelberg, bewaar word, kragtens artikel 184 van die Wet op Mynregte, 1967 (Wet 20 van 1967), vir die doel van 'n dorp uitgehou.

(19/5/1/2880)

No. 2684 **15 November 1991**

TERUGTREKKING VAN DIE UITHOU VAN GROND VIR DIE DOEL VAN 'N DORP

Die Minister van Mineraal- en Energiesake van die Republiek van Suid-Afrika het, kragtens die bevoegdheid hom verleen, die uithou van grond vir die doel van 'n dorp vervat in Goewermentskennisgewing No. 1545 van 1971, gepubliseer in *Staatskoerant* 3240 van 3 September 1971, teruggetrek vir sover dit betrekking het op 'n sekere gedeelte, ongeveer 1,9774 hektaar groot, van die plaas Elandsfontein 90 IR, distrik Germiston, myndistrik Johannesburg, provinsie Transvaal, geregistreer op naam van Simmer & Jack Mines Limited en getoon op 'n sketskaart waarvan afdrukke onder RMT R61/91 in die Mynbriewekantoor, Johannesburg, en in die kantoor van die Mynkommissaris, Johannesburg, bewaar word.

(19/5/1/59)

No. 2685 **15 November 1991**

UITHOU VAN GROND VIR DIE DOEL VAN 'N DORP

Die Minister van Mineraal- en Energiesake van die Republiek van Suid-Afrika het 'n stuk geproklameerde grond, ongeveer 1,1323 hektaar groot, geleë op die plaas Doornfontein 92 IR, distrik Johannesburg, myndistrik Johannesburg, provinsie Transvaal, geregistreer op naam van die Republiek van Suid-Afrika en getoon op 'n sketskaart waarvan afdrukke onder RMT R33/91 in die Mynbriewekantoor, Johannesburg, en in die kantoor van die Mynkommissaris, Johannesburg, bewaar word, kragtens artikel 184 van die Wet op Mynregte, 1967 (Wet 20 van 1967), vir die doel van 'n dorp uitgehou.

(19/5/1/3052)

No. 2683 **15 November 1991**

RESERVATION OF LAND FOR THE PURPOSES OF A TOWNSHIP

The Minister of Mineral and Energy Affairs of the Republic of South Africa has, in terms of section 184 of the Mining Rights Act, 1967 (Act 20 of 1967), reserved for the purposes of a township a portion of proclaimed land, approximately 788,1712 hectares in extent, situated on the farm Spaarwater 171 IR, District of Nigel, Mining District of Heidelberg, Province of the Transvaal, registered in the name of the Town Committee of Duduza and shown on a sketch plan copies of which are filed under RMT R30/91 in the Mining Titles Office, Johannesburg, and in the office of the Mining Commissioner, Heidelberg.

(19/5/1/2880)

No. 2684 **15 November 1991**

WITHDRAWAL OF RESERVATION OF LAND FOR THE PURPOSES OF A TOWNSHIP

The Minister of Mineral and Energy Affairs of the Republic of South Africa has, under the powers vested in him, withdrawn the reservation of land for purposes of a township contained in Government Notice No. 1545 of 1971, published in *Gazette* 3240 of 3 September 1971, in so far as it relates to a certain portion, in extent approximately 1,9774 hectares, of the farm Elandsfontein 90 IR, District of Germiston, Mining District of Johannesburg, Province of the Transvaal, registered in the name of Simmer & Jack Mines Limited and shown on a sketch plan copies of which are filed under RMT R61/91 in the Mining Titles Office, Johannesburg, and in the office of the Mining Commissioner, Johannesburg.

(19/5/1/59)

No. 2685 **15 November 1991**

RESERVATION OF LAND FOR THE PURPOSES OF A TOWNSHIP

The Minister of Mineral and Energy Affairs of the Republic of South Africa has, in terms of section 184 of the Mining Rights Act, 1967 (Act 20 of 1967), reserved for the purposes of a township a portion of proclaimed land, approximately 1,1323 hectares in extent, situated on the farm Doornfontein 92 IR, District of Johannesburg, Mining District of Johannesburg, Province of the Transvaal, registered in the name of the Republic of South Africa and shown on a sketch plan copies of which are filed under RMT R33/91 in the Mining Titles Office, Johannesburg, and in the office of the Mining Commissioner, Johannesburg.

(19/5/1/3052)

DEPARTEMENT VAN NASIONALE GESONDHEID EN BEVOLKINGS-ONTWIKKELING

No. 2702 **15 November 1991**

SKRAPPING UIT REGISTER VAN BEHEERDE MYNE EN BEHEERDE BEDRYWE

Ek, Pieter Jozua Aucamp, Hoofdirekteur: Forensiese en Navorsingsdienste, Departement van Nasionale Gesondheid en Bevolkingsontwikkeling, handelende namens en in opdrag van die Minister van Nasionale Gesondheid, verklaar hierby kragtens artikel 11 van die Wet op Bedryfsiektes in Myne en Bedrywe, 1973 (Wet No. 78 van 1973), dat die volgende myn met ingang van 1 Januarie 1992 ophou om 'n beheerde myn te wees:

Die myn bekend as Pomfret Asbestos Mine, op die plaas Pomfret, geleë in die landdrosdistrik Vryburg, provinsie die Kaap die Goeie Hoop.

DEPARTEMENT VAN WATERWESE EN BOSBOU

No. 2678 **15 November 1991**

BUFFELSRIVIER(NEWCASTLE) - STAATSWATER-BEHEERGEBIED, DISTRIKTE GLENCOE, DUNDEE, NEWCASTLE EN UTRECHT, PROVINSIE NATAL: UITBREIDING VAN DIE GRENSE VAN DIE STAATS-WATERBEHEERGEBIED

Ek, Magnus André de Merindol Malan, Minister van Waterwese en Bosbou, handelende kragtens die bevoegdheid my verleen by artikel 59 (1) van die Waterwet, 1956 (Wet 54 van 1956), verklaar hierby dat, met ingang van die datum van publikasie hier-van—

(a) die plase wat in die Bylae hiervan beskryf word, met alle onderverdelings daarvan, vir die doeleindes van artikel 59 (1) (a) en (b) van genoemde Wet by bogenoemde Beheergebied ingesluit word; en

(b) beheer kragtens artikel 62 van genoemde Wet oor die uitneem, aanwending, voorsiening of distribusie van openbare water in die gebied wat kragtens (a) hierbo by die genoemde Beheergebied ingesluit word, slegs hierby ingestel word ten opsigte van die Slang-rivier vanaf die Zaaihoekdam op die plaas Zaaihoek 377 tot en met sy samevloeiing met die Buffelsrivier en die Buffelsrivier vanaf genoemde samevloeiing tot by die stroomopgrense van die plase Samson's Klip 3312 en Schuilklip 109.

M. A. DE M. MALAN,
Minister van Waterwese en Bosbou.

BYLAE

BESKRYWING VAN DIE GEBIED WAT BY DIE BUFFELSRIVIER(NEWCASTLE) - STAATSWATER-BEHEERGEBIED, DISTRIKTE GLENCOE, DUNDEE, NEWCASTLE EN UTRECHT, NATAL, INGESLUIT WORD

Die volgende plase, met alle ondeverdelings, word by die Beheergebied ingesluit:

Distrik Newcastle:

Kreiger Holm 3340.

Armagh 8555.

Battlefield 8618.

DEPARTMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT

No. 2702 **15 November 1991**

REMOVAL FROM REGISTER OF CONTROLLED MINES AND CONTROLLED WORKS

I, Pieter Jozua Aucamp, Chief Director: Forensic and Research Services, Department of National Health and Population Development, acting on behalf and by direction of the Minister of National Health, in terms of section 11 of the Occupational Diseases in Mines and Works Act, 1973 (Act No. 78 of 1973), hereby declare that the following mine shall cease to be a controlled mine with effect from 1 January 1992:

The mine known as Pomfret Asbestos Mine, on the farm Pomfret, situated in the Magisterial District of Vry-burg, Province of the Cape of Good Hope.

DEPARTMENT OF WATER AFFAIRS AND FORESTRY

No. 2678 **15 November 1991**

BUFFELS RIVER (NEWCASTLE) GOVERNMENT WATER CONTROL AREA: DISTRICTS OF GLENCOE, DUNDEE, NEWCASTLE AND UTRECHT, PROVINCE OF NATAL: EXTENSION OF THE BOUN-DARIES OF THE GOVERNMENT WATER CONTROL AREA

I, Magnus André de Merindol Malan, Minister of Water Affairs and Forestry, acting under the powers vested in me by section 59 (1) of the Water Act, 1956 (Act 54 of 1956), hereby declare that, with effect from the date of publication hereof—

(a) the farms described in the Annexure hereto, with all subdivisions thereof, shall be included in the above-mentioned Control Area for the purposes of section 59 (1) (a) and (b) of the said Act; and

(b) control in terms of section 62 of the said Act over the abstraction, utilization, supply or distribution of public water in the area now being included in the said Control Area in terms of (a) above, is instituted hereby only in respect of the Slang River from the Zaaihoek Dam on the farm Zaaihoek 377 up to and including its confluence with the Buffels River and the Buffels River downstream of the said confluence up to the upstream boundaries of the farms Samson's Klip 3312 and Schuilklip 109.

M. A. DE M. MALAN,
Minister of Water Affairs and Forestry.

ANNEXURE

DESCRIPTION OF THE AREA INCLUDED IN THE BUFFELS RIVER (NEWCASTLE) GOVERN-MENT WATER CONTROL AREA, DISTRICTS OF GLENCOE, DUNDEE, NEWCASTLE AND UTRECHT, NATAL

The following farms, with all subdivisions, are included in the Control Area:

District of Newcastle:

Kreiger Holm 3340.

Armagh 8555.

Battlefield 8618.

Distrik Utrecht:

Charlestown Townlands.
Witklip 98.
Wijdgelegen 214.
Blaauw Bank 305.
Vlackdrift 322.
Zaaihoek 377.
Dassiesfontein 389.
Kalebasfontein 394.
Tigerkloof 399.
Rondavel 401.
Spitskop 402.

ALGEMENE KENNISGEWINGS

KENNISGEWING 1047 VAN 1991

DEPARTEMENT VAN OPENBARE WERKE

KENNISGEWING INGEVOLGE ARTIKEL 7 (1) VAN WET OP REËLING VAN GRONDTITELS, No. 68 VAN 1979

Nademaal grond soos vermeld in die Bylae hiervan aangewys is ooreenkomstig die bepalings van artikel 2 (1) van die Wet op Reëling van Grondtitels, 1979 (Wet No. 68 van 1979):

So is dit dat alle persone wat daarop aanspraak maak dat hul 'n reg verkry het om as 'n eienaar ten opsigte van genoemde grond of 'n gedeelte daarvan geregistreer te word kragtens die bepalings van artikel 7 (1) van genoemde Wet aangesê om 'n skriftelike aansoek ooreenkomstig die bepalings van artikel 7 (1) (a) en (b) in te dien by die Voorsitter, Tweede Pacaltsdorp-grondverdelingskomitee: George, Planeweg 20, Glen Barrie, George, 6530.

J. P. VAN EEDEN,
Voorsitter: Tweede Pacaltsdorp-grondverdelingskomitee.

BYLAE

Erwe 16, 30, 89, 149, 187 (restant), 250 en 289, almal geleë te Pacaltsdorp in die administratiewe distrik George, provinsie die Kaap die Goeie Hoop.

(15 November 1991)

KENNISGEWING 1075 VAN 1991

DEPARTEMENT VAN OPENBARE WERKE

KENNISGEWING VAN ONTEIENING KRAGTENS ARTIKEL 13 (1) VAN DIE ONTWIKKELINGSTRUST EN GROND WET, 1936 (WET 18 VAN 1936) GELEES MET ARTIKEL 12 (1) VAN DIE WET OP DIE AFSKAFFING VAN RASGEBASEERDE GRONDREËLINGS, 1991 (WET 108 VAN 1991) (MET AANBOD)

Aan:

Die Eksekuteur in die boedel van wyle Johannes Willem van Tonder (gebore 9 Mei 1913)

of sy erfgename of enige opvolgers in reg en titel of enigeen wat 'n belang, soos bedoel in artikel 7 (4) van die Onteieningswet, 1975 (Wet 63 van 1975), in ondergemelde eiendom het.

District of Utrecht:

Charlestown Townlands.
Witklip 98.
Wijdgelegen 214.
Blaauw Bank 305.
Vlackdrift 322.
Zaaihoek 377.
Dassiesfontein 389.
Kalebasfontein 394.
Tigerkloof 399.
Rondavel 401.
Spitskop 402.

GENERAL NOTICES

NOTICE 1047 OF 1991

DEPARTMENT OF PUBLIC WORKS

NOTICE IN TERMS OF SECTION 7 (1) OF THE LAND TITLES ADJUSTMENT ACT, No. 68 OF 1979

Whereas the land specified in the Schedule hereto has been designated in terms of section 2 (1) of the Land Titles Adjustment Act, 1979 (Act No. 68 of 1979):

Now therefore all persons who claim to have acquired a right to be registered as an owner in respect of the said land or a portion thereof are called upon by virtue of section 7 (1) of the said Act to submit a written application in accordance with the provisions of section 7 (1) (a) and (b) of the said Act to the Chairman, Second Pacaltsdorp Land Division Committee: George, 20 Plane Road, Glen Barrie, George, 6530.

J. P. VAN EEDEN,
Chairman: Second Pacaltsdorp Land Division Commitee.

SCHEDULE

Erven 16, 30, 89, 149, 187 (remainder), 250 and 289, all situate in Pacaltsdorp in the Administrative District of George, Province of the Cape of Good Hope.

(15 November 1991)

NOTICE 1075 OF 1991

DEPARTMENT OF PUBLIC WORKS

NOTICE OF EXPROPRIATION IN TERMS OF SECTION 13 (1) OF THE DEVELOPMENT TRUST AND LAND ACT, 1936 (ACT 18 OF 1936), READ WITH SECTION 12 (1) OF THE ABOLITION OF RACIALLY BASED LAND MEASURES ACT, 1991 (ACT 108 OF 1991) (WITH OFFER)

To:

The Executor in the estate of the late Johannes Willem van Tonder (born 9 May 1913)

or his heirs or any successors in right and title or any person who has an interest, as contemplated in section 7 (4) of the Expropriation Act, 1975 (Act 63 of 1975), in the undermentioned property.

1. Geliewe kennis te neem dat die hieronder beskrewe eiendom tesame met alle verbeterings daarop en alle mineraalregte verbonde aan die grond (hierna "die eiendom" genoem), hierby kragtens artikel 13 (1) van die Ontwikkelingstrust en Grond Wet, 1936 (Wet 18 van 1936), gelees met artikel 12 (1) van die Wet op die Afskaffing van Rasgebaseerde Grondreëlings, 1991 (Wet 108 van 1991), asook met die Onteieningswet, 1975 (Wet 63 van 1975), onteien word namens die Suid-Afrikaanse Ontwikkelingstrust, welke eiendom geleë is binne 'n gebied bedoel in artikel 10 (2) (b) en 10 (1D) van genoemde Ontwikkelingstrust en Grond Wet, 1936:

Een negende (1/9) onverdeelde aandeel van die plaas Papfontein No. 95, distrik Thaba Nchu, groot drie sewe komma een vyf nul sewe (37,1507) hektaar, gehou kragtens Transportakte T2182/1950 gedateer 12 Junie 1950.

2. Die onteiening word van krag dertig (30) dae na die datum van publikasie van hierdie kennisgewing in die *Staatskoerant*, op welke datum die eiendomsreg op genoemde eiendom op die Suid-Afrikaanse Ontwikkelingstrust oorgaan.

3. Ingevolge artikel 12 (1) (a) en (2) van genoemde Onteieningswet word die totale bedrag van R2 180,00 (tweeduisend eenhonderd-en-tagtig rand) u hierby as vergoeding vir die eiendom aangebied.

4. Ingevolge genoemde Onteieningswet—

(a) word u aandag hierby daarop gevestig dat die vergoedingsaanbod—

(i) teruggetrek kan word indien 'n huurder, deelsaaier of bouer 'n reg bedoel in artikel 9 (1) (d) (i), (iii) of (iv) van gemelde Wet op die onteiende eiendom het;

(ii) kragtens die bepalings van artikel 10 (5) van die genoemde Wet as deur u aanvaar beskou sal word indien u nie binne agt (8) maande (of sodanige langer tydperk as wat die Minister bepaal) vanaf die datum van die vergoedingsaanbod 'n aansoek om die vasstelling van die vergoedingsbedrag by 'n vergoedingshof of 'n afdeling van die Hooggeregshof wat jurisdiksie het, indien nie, tensy daar voor die verstryking van bedoelde tydperk ooreengekom is om die geskil aangaande die vergoedingsbedrag aan arbitrasie te onderwerp of om sodanige bedrag deur 'n vergoedingshof te laat vasstel;

(b) word u hierby versoek om binne sestig (60) dae vanaf die datum van publikasie van hierdie kennisgewing in die *Staatskoerant* aan my by die adres onderaan hierdie kennisgewing gemeld, 'n skriftelike verklaring te lewer of te laat lewer waarin—

(i) u aandui of u die vergoedingsbedrag hierin gemeld, aanneem en, indien u die bedrag nie aanneem nie, wat die totale bedrag is wat u as vergoeding eis en watter gedeelte van dié bedrag elk van die onderskeie bedrae bedoel in artikel 12 (1) (a) en (2) van gemelde Wet verteenwoordig, en waarin u volledige besonderhede van die samestelling van die afsonderlike bedrae verstrek;

(ii) u, indien u genoemde vergoedingsbedrag nie aanneem nie, volledige besonderhede verstrek van alle verbeterings op die betrokke onteiende eiendom wat, na u oordeel, die waarde van die eiendom raak;

1. Kindly take notice that the undermentioned property, together with all improvements thereon and all rights to minerals attaching to the land (hereinafter referred to as "the property"), is hereby expropriated on behalf of the South African Development Trust in terms of section 13 (1) of the Development Trust and Land Act, 1936 (Act 18 of 1936), read with section 12 (1) of the Abolition of Racially Based Land Measures Act, 1991 (Act 108 of 1991), as well as with the Expropriation Act, 1975 (Act 63 of 1975), which property is situated within an area contemplated in section 10 (2) (b) and 10 (1D) of the said Development Trust and Land Act, 1936:

One-ninth (1/9) undivided share of the farm Papfontein No. 95, district of Thaba Nchu, in extent three seven comma one five nought seven (37,1507) hectares, held by virtue of Deed of Transfer T2182/1950 dated 12 June 1950.

2. The expropriation shall become effective thirty (30) days after the date of publication of this notice in the *Gazette*, on which date the ownership of the said property shall vest in the South African Development Trust.

3. In terms of section 12 (1) (a) and (2) of the said Expropriation Act the total amount of R2 180,00 (two thousand one hundred and eighty rand) is hereby offered to you as compensation for the property.

4. In terms of the said Expropriation Act—

(a) your attention is hereby invited to the fact that the offer of compensation—

(i) may be withdrawn if a lessee, sharecropper or builder has a right as contemplated in section 9 (1) (d) (i), (iii) or (iv) of the said Act in repsect of the expropriated property;

(ii) shall, in terms of section 10 (5) of the said Act, be deemed to have been accepted by you if you do not, within eight (8) months (or such longer period as the Minister may allow) from the date of the offer of compensation, apply to a compensation court or a division of the Supreme Court having jurisdiction for the determination of the amount of compensation, unless, prior to the expiry of the said period, it has been agreed to submit to arbitration the dispute regarding the amount of compensation or to have such amount determined by a compensation court;

(b) you are hereby requested to deliver or cause to be delivered to me at the address given at the end of this notice, within sixty (60) days from the date of publication of this notice in the *Gazette*, a written statement in which—

(i) you indicate whether you accept the amount of compensation mentioned herein and, should you not accept it, what total amount you claim as compensation and what portion of such amount represents each of the respective amounts referred to in section 12 (1) (a) and (2) of the said Act, and in which you furnish full particulars of the composition of the various amounts;

(ii) you furnish, should you not accept the said amount of compensation, full particulars of all improvements on the expropriated property in question which, in your opinion, affect the value of the property;

(iii) u, waar van toepassing, die volgende besonderhede verstrek:

(aa) Indien die eiendom voor die kennisgewingsdatum vir sake- of landboudoeleindes verhuur is by wyse van 'n ongeregistreerde huurkontrak, die naam en adres van die huurder, vergesel van die huurkontrak of 'n gewaarmerkte afskrif daarvan indien dit op skrif is, of volledige besonderhede van sodanige kontrak indien dit nie op skrif is nie;

(bb) indien die eiendom voor die kennisgewingsdatum deur u as eienaar verkoop is, die naam (name) en adres(se) van die koper(s) vergesel van die koopkontrak of 'n gewaarmerkte afskrif daarvan;

(cc) indien 'n gebou op die eiendom opgerig is en die gebou onderworpe is aan 'n retensiereg ten gunste van 'n bouaannemer uit hoofde van 'n skriftelike boukontrak, die naam en adres van sodanige bouaannemer vergesel van die boukontrak of 'n gewaarmerkte afskrif daarvan;

(dd) indien die eiendom op die kennisgewingsdatum deur 'n deelsaaier bewerk word, die naam en adres van sodanige deelsaaier, vergesel van die deelsaaierskontrak of 'n gewaarmerkte afskrif daarvan indien dit op skrif is, of volledige besonderhede van sodanige kontrak indien dit nie op skrif is nie;

(iv) u die adres verstrek waarheen verdere stukke in verband met die onteiening aan u gepos moet word.

5. Verder word u hierby versoek om binne sestig (60) dae vanaf gemelde datum van publikasie die titelbewys van die betrokke onteiende eiendom of, indien dit nie in u besit of onder u beheer is nie, die naam (name) en adres(se) van die persoon (persone) in wie se besit of onder wie se beheer dit is, skriftelik aan my te lewer of te laat lewer.

6. Die eiendom wat hierby onteien word, word deur die Suid-Afrikaanse Ontwikkelingstrust in besit geneem op die datum waarop die onteiening van krag word of op sodanige later datum as waaroor ooreengekom word.

J. C. ESTERHUIZEN,

p.p. Minister van Openbare Werke (Kragtens Spesiale Algemene Volmag PA 48/1989 gedateer 20 Maart 1989.)

Adres:

Die Direkteur-generaal van Openbare Werke, Privaatsak X65, Pretoria, 0001.

Plek: Pretoria.

Datum van ondertekening: 30 Oktober 1991.

As getuies:

1. L. E. Velthuysen.

2. J. C. E. Bure.

(15 November 1991)

(iii) you furnish the following particulars, where applicable:

(aa) If, prior to the date of notice, the property was leased for business or agricultural purposes by unregistered lease, the name and address of the lessee, accompanied by the lease or a certified copy thereof, if it is in writing, or full particulars of such lease if it is not in writing;

(bb) if, prior to the date of notice, the property was sold by you as the owner, the name(s) and address(es) of the buyer(s), accompanied by the contract of purchase and sale or a certified copy thereof;

(cc) if a building has been erected on the property and such building is subject to a builder's lien by virtue of a written building contract, the name and address of such building contractor, accompanied by the building contract or a certified copy thereof;

(dd) if, on the date of notice, the property was being farmed by a sharecropper, the name and address of such sharecropper, accompanied by the sharecropper contract or a certified copy thereof, if it is in writing, or full particulars of such contract if it is not in writing;

(iv) you furnish the address to which further documents in connection with the expropriation are to be posted to you.

5. You are hereby further requested to deliver or cause to be delivered to me, within sixty (60) days from the said date of publication, the title deed of the expropriated property in question or, if it is not in your possession or under your control, the name(s) and address(es) in writing of the person(s) in whose possession or under whose control it is.

6. The property hereby expropriated shall be taken into possession by the South African Development Trust on the date on which the expropriation becomes effective or on such later date as may be agreed upon.

J. C. ESTERHUIZEN

p.p. Minister of Public Works (By virtue of Special General Power of Attorney PA 48/1989, dated 20 March 1989.)

Address:

The Director-General of Public Works, Private Bag X65, Pretoria, 0001.

Place: Pretoria.

Date of signature: 30 October 1991.

As witnesses:

1. L. E. Velthuysen.

2. J. C. E. Bure.

(15 November 1991)

KENNISGEWING 1076 VAN 1988

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

Hierby word ingevolge artikel 17 (8) van die Wet op Arbeidsverhoudinge, 1956, vir algemene inligting bekendgemaak dat die President van die Nywerheidshof, behoorlik daartoe gemagtig deur die Minister van Mannekrag, Hannes Haycock as 'n bykomende lid van die Nywerheidshof aangestel het met die doel om sodanige funksies van die Hof uit te oefen as wat die President van tyd tot tyd gelas.

(15 November 1991)

KENNISGEWING 1077 VAN 1991

DEPARTEMENT VAN OPENBARE WERKE

KENNISGEWING VAN ONTEIENING KRAGTENS ARTIKEL 13 (1) VAN DIE ONTWIKKELINGSTRUST EN GROND WET, 1936 (WET 18 VAN 1936), GELEES MET ARTIKEL 12 (1) VAN DIE WET OP DIE AFSKAFFING VAN RASGEBASEERDE GROND-REËLINGS, 1991 (WET 108 VAN 1991) (MET AANBOD)

Aan:

(a) **Allison Ntombela** (gebore 14 Februarie 1918):

(b) (i) **Ambrose Hay Mbanjwa** (gebore 15 September 1901), en

(ii) **Elizabeth Mtimkulu** (gebore Mbanjwa in 1908) (weduwee);

(c) (i) **Amy Ntombizodla Msimang** (gebore Yeni 16 Junie 1905) (weduwee) (eienares), en

(ii) **Lloyd Gracious Zibusiso Msimang** (gebore 12 Julie 1964) en **Glenn Ray Mandla Msimang** (gebore 12 Desember 1966), synde die fideikommissêre erfgename ingevolge 'n fideicommissum geskep deur die testament van Percy Victor Justice Msimang gedateer 16 Februarie 1981 en opgeneem as 'n titelvoorwaarde in Transportakte T13373/1982 gedateer 30 Junie 1982;

(d) **Flora Sibisi** (gebore Matonsi op 27 April 1910) (geskei);

(e) **Gladys Zimu** (gebore 7 Junie 1916);

(f) **Hlalu Victor Kunene** (gebore 1 Julie 1944);

(g) **Jack Dhlamini** (gebore in 1907);

(h) **Josiah Mavimbela** (geboortedatum onbekend);

(i) **John Ndaba** (gebore 18 April 1911);

(j) **Khethiwe Helen Dolphin** (voorheen Shange, gebore Chamane op 1 September 1925), eggenote van en getroud binne gemeenskap van goedere met Richardt Dolphin (geboortedatum onbekend), welke gemeenskap van goedere uitgesluit is ingevolge die voorwaarde van skenking soos vervat in voorwaarde B van Transportakte T2385/1979 gedateer 14 Februarie 1979;

(k) **Die gesamentlike boedel van—**

(i) **Lena Kunene** (gebore Dhlamini), en

(ii) **Phillip Kunene** (gebore in 1887);

NOTICE 1076 OF 1988

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

It is hereby notified for general information in terms of section 17 (8) of the Labour Relations Act, 1956, that the President of the Industrial Court, duly authorised thereto by the Minister of Manpower, has appointed Hannes Haycock as an additional member of the Industrial Court for the purpose of performing such functions of the Court as the President may from time to time direct.

(15 November 1991)

NOTICE 1077 OF 1991

DEPARTMENT OF PUBLIC WORKS

NOTICE OF EXPROPRIATION IN TERMS OF SECTION 13 (1) OF THE DEVELOPMENT TRUST AND LAND ACT, 1936 (ACT 18 OF 1936), READ WITH SECTION 12 (1) OF THE ABOLITION OF RACIALLY BASED LAND MEASURES ACT, 1991 (ACT 108 OF 1991) (WITH OFFER)

To:

(a) **Allison Ntombela** (born 14 February 1918);

(b) (i) **Ambrose Hay Mbanjwa** (born 15 September 1901), and

(ii) **Elizabeth Mtimkulu** (born Mbanjwa in 1908) (widow);

(c) (i) **Amy Ntombizodla Msimang** (born Yeni on 16 June 1905) (widow) (owner), and

(ii) **Lloyd Gracious Zibusiso Msimang** (born 12 July 1964) and **Glenn Ray Mandla Msimang** (born 12 December 1966), being the fideicommissary heirs in terms of a fideicommissum created in the will of Percy Victor Justice Msimang dated 16 February 1981 and incorporated as a condition of title in Deed of Transfer T13373/1982 dated 30 June 1982;

(d) **Flora Sibisi** (born Matonsi on 27 April 1910) (divorcée);

(e) **Gladys Zimu** (born 7 June 1916);

(f) **Hlalu Victor Kunene** (born 1 July 1944);

(g) **Jack Dhlamini** (born in 1907);

(h) **Josiah Mavimbela** (date of birth unknown);

(i) **John Ndaba** (born 18 April 1911);

(j) **Khethiwe Helen Dolphin** (formerly Shange, born Chamane on 1 September 1925), wife of and married in community of property to Richard Dolphin (date of birth unknown), which community of property is being excluded in terms of the condition of donation as contained in condition B of Deed of Transfer T2385/1979 dated 14 February 1979;

(k) **The joint estate of—**

(i) **Lena Kunene** (born Dhlamini), and

(ii) **Phillip Kunene** (born in 1887);

(l) **Mandlenkosi Sipho Afrika Sikhakhana** (gebore 2 Mei 1945), getroud, welke huwelik nie die regsimplikasies van 'n huwelik binne gemeenskap van goedere soos bepaal in artikel 22 (6) van Wet 38 van 1927 het nie;

(m) (i) **MacCullum Nelson Elijah Kambule** (gebore 27 Oktober 1903);

(ii) **Robert Hughes Kumalo** (gebore 18 Julie 1887), getroud binne gemeenskap van goedere met Ruth Edith Kumalo (gebore Kambule) (geboortedatum onbekend);

(iii) **Desmond Bathu Kortjaas** (gebore 1 Augustus 1929) (ook bekend as Bathu Desmond Kortjaas);

(iv) **Elsie Mamiyake Kambule** (gebore Mbonanbi in 1899) (weduwee);

(v) **Harriet Edna Tembisile Msimang** (gebore Kambule in 1926) (geskei), en

(vi) **Rosina Kambule** (gebore Mbanjwa op 6 Julie 1923) (weduwee);

(n) **May Nkabini** (gebore Msimang op 30 Mei 1914), getroud met Reuben Nkabini (geboortedatum onbekend), welke huwelik gereël word ingevolge artikel 22 (6) van Wet 38 van 1927, die wetlike implikasies van 'n huwelik binne gemeenskap van goedere uitgesluit;

(o) **Msawenkosi Petros Kunene** (gebore 11 Januarie 1934);

(p) **Mqhiki Christina Mdunge** (gebore Mkhize op 15 Oktober 1915) (weduwee);

(q) **Mzikayise Killion Sokhela** (Identiteitsnommer 4501045223081);

(r) **Norman Ngwenya** (gebore 5 Maart 1918);

(s) **Richard Dhlamini** (gebore in 1903);

(t) **Richard Fanyana Mngadi** (gebore 16 Junie 1928);

(u) **Sibhepu Ngcobo** (gebore in 1884) (seun van Jazi Ngcobo);

(v) **Solomon Dhladhla** (gebore in 1906);

(w) **THE HOLINESS UNION CHURCH;**

(x) **Themba Desmond Mlebuka** (gebore 15 Julie 1944);

(y) **Thomas Thandayipi Mkize** (gebore 28 Oktober 1941), getroud, welke huwelik uitgesluit is van die wetlike implikasies van 'n huwelik binne gemeenskap van goedere ingevolge artikel 22 (6) van Wet 38 van 1927;

(z) **Zebulon Mncwabe** (geboortedatum onbekend);

of hulle erfgename, eksekuteurs, administrateurs, regsverkrygendes, opvolgers in titel en reg of enigeen wat 'n belang, soos bedoel in artikel 7 (4) van die Onteieningswet, 1975 (Wet 63 van 1975), in ondervermelde eiendomme het.

1. Geliewe kennis te neem dat padserwitute, soos aangedui op die onderskeie sketsplanne hieronder, oor die volgende onroerende eiendomme waarvan u die geregistreerde eienaars is en wat soos volg deur u gehou word, hierby kragtens artikel 13 (1) van die Ontwikkelingstrust en Grond Wet, 1936 (Wet 18 van 1936), gelees met artikel 12 (1) van die Wet op die Afskaffing van Rasgebaseerde Grondreëlings, 1991

(l) **Mandlenkosi Sipho Afrika Sikhakhana** (born 2 May 1945), married, which marriage does not have the legal consequences of a marriage in community of property in terms of section 22 (6) of Act 38 of 1927;

(m) (i) **MacCullum Nelson Elijah Kambule** (born 27 October 1903);

(ii) **Robert Hughes Kumalo**(born 18 July 1887), married in community of property to Ruth Edith Kumalo (born Kambule) (date of birth unknown);

(iii) **Desmond Bathu Kortjaas** (born 1 August 1929) (also known as Bathu Desmond Kortjaas);

(iv) **Elsie Mamiyake Kambule** (born Mbonanbi in 1899) (widow);

(v) **Harriet Edna Tembisile Msimang** (born Kambule in 1926) (divorcée), and

(vi) **Rosina Kambule** (born Mbanjwa on 6 July 1923) (widow);

(n) **May Nkabini** (born Msimang on 30 May 1914), married to Reuben Nkabini (date of birth unknown), which marriage is governed by the provisions of section 22 (6) of Act 38 of 1927, the legal consequences of a marriage in community of property being excluded therefrom;

(o) **Msawenkosi Petros Kunene** (born 11 January 1934);

(p) **Mqhiki Christina Mdunge** (born Mkhize on 15 October 1915) (widow);

(q) **Mzikayise Killion Sokhela** (Identitynumber 4501045223081);

(r) **Norman Ngwenya** (born 5 March 1918);

(s) **Richard Dhlamini** (born in 1903);

(t) **Richard Fanyana Mngadi** (born 16 June 1928);

(u) **Sibhepu Ngcobo** (born in 1884) (son of Jazi Ngcobo);

(v) **Solomon Dhladhla** (born in 1906);

(w) **THE HOLINESS UNION CHURCH;**

(x) **Themba Desmond Mlebuka** (born 15 July 1944);

(y) **Thomas Thandayipi Mkize** (born 28 October 1941), married, which marraige is excluded from the legal consequences of a marriage in community of property in terms of section 22 (6) of Act 38 of 1927;

(z) **Zebulon Mncwabe** (date of birth unknown);

or their heirs, executors, administrators, assignees, successors in right and title or any person who has an interest, as contemplated in section 7 (4) of the Expropriation Act, 1975 (Act 63 of 1975), in the undermentioned properties.

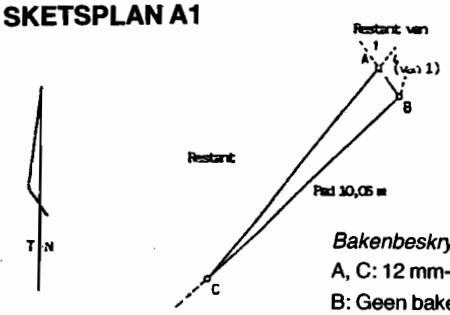
1. Kindly take notice that road servitudes, as depicted on the various sketch plans below, over the following immovable properties in respect of which you are the registered owners and which are held by you as follows, are hereby expropriated in terms of section 13 (1) of the Development Trust and Land Act, 1936 (Act 18 of 1936), read with section 12 (1) of the Abolition of Racially Based Land Measures Act, 1991 (Act 108 of

(Wet 108 van 1991), asook die Onteieningswet, 1975 (Wet 63 van 1975), ten gunste van die breë publiek onteien word namens die Suid-Afrikaanse Ontwikkelingstrust, welke eiendomme geleë is binne 'n gebied bedoel in artikel 10 (2) (b) van die Ontwikkelingstrust en Grond Wet, 1936, en ingevolge artikel 12 (1) (b) van genoemde Onteieningswet, 1975, word die volgende bedrae hierby as vergoeding vir die onderskeie serwituutgebiede aangebied, naamlik:

1.1 **Allison Ntombela**

(a) R3 000,00 (drieduisend rand) ten opsigte van 'n padserwituut, groot ongeveer een twee ses drie (1 263) vierkante meter, soos aangedui deur figuur ABC op die sketsplan A1 direk hieronder, oor die eiendom synde Restant van Erf 176, dorpsgebied Edendale, administratiewe distrik Natal, groot twee komma nege nege agt ses (2,9986) hektaar (voorheen bekend as die Restant van Lot 176 van die plaas Edendale 775, geleë in die openbare gesondheidsgebied van Edendale en Distrik, county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T7649/1962 gedateer 15 Oktober 1962.

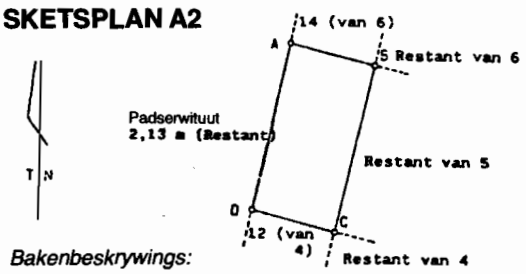
SKETSPLAN A1



Bakenbeskrywings:
A, C: 12 mm-ysterpen
B: Geen baken

(b) R3 500 (drieduisend vyfhonderd rand) ten opsigte van 'n padserwituut, groot ongeveer vyf agt een (581) vierkante meter, soos aangedui deur figuur ABCD op die skeptsplan A2 direk hieronder, oor die eiendom synde Gedeelte 5 van Erf 183, dorpsgebied Edendale, administratiewe distrik Natal, groot vier nul drie een (4 031) vierkante meter (voorheen bekend as Onderverdeling 5 van 183 van die plaas Edendale 775, geleë in die openbare gesondheidsgebied van Edendale en distrik, county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T978/1963 gedateer 6 Februarie 1963.

SKETSPLAN A2



Bakenbeskrywings:
A, D: 20 mm-ysterpen
B, C: 12 mm-ysterpen

1.2 (a) Ambrose Hay Mbanjwa, en

(b) **Elizabeth Mtimkulu,**

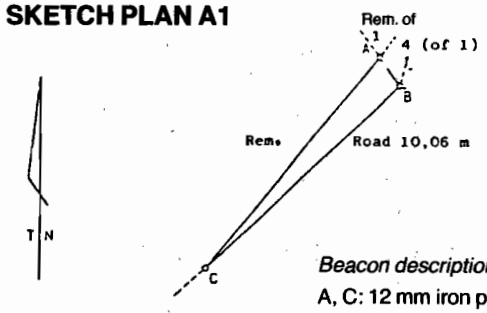
gesamentlik R4 000 (vierduisend rand) ten opsigte van 'n padserwituut, groot ongeveer vier vier vier (444) vierkante meter, soos aangedui deur figuur ABCD op

1991), as well as the Expropriation Act, 1975 (Act 63 of 1975), in favour of the general public on behalf of the South African Development Trust, which properties are situate within an area referred to in section 10 (2) (b) of the Development Trust and Land Act, 1936, and in terms of section 12 (1) (b) of the said Expropriation Act, 1975, the following amounts are hereby offered to you as compensation for the various servitude areas, namely:

1.1 **Allison Ntombela**

(a) R3 000,00 (three thousand rand) in respect of a road servitude, measuring approximately one two six three (1 263) square metres, as depicted by figure ABC on sketch plan A1 directly hereunder, over the property being the Remainder of Erf 176, Township of Edendale, Administrative District of Natal, measuring two comma nine nine eight six (2,9986) hectares (formerly known as the Remainder of Lot 176 of the Farm Edendale 775, situate in the public health area of Edendale and District, County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T7649/1962 dated 15 October 1962.

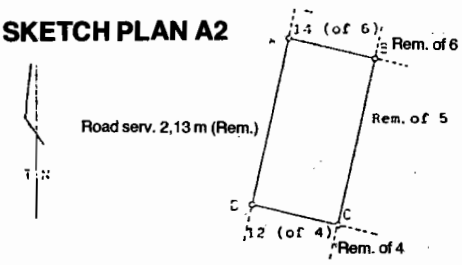
SKETCH PLAN A1



Beacon descriptions:
A, C: 12 mm iron peg
B: No beacon

(b) R3 500 (three thousand five hundred rand) in respect of a road servitude, measuring approximately five eight one (581) square metres, as depicted by figure ABCD on sketch plan A2 directly hereunder, over the property being Portion 5 of Erf 183, Township of Edendale, Administrative District of Natal, measuring four nought three one (4 031) square metres (formerly known as Subdivision 5 of 183 of the Farm Edendale 775, situate in the public health area of Edendale and District, County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T978/1963 dated 6 February 1963.

SKETCH PLAN A2



Beacon descriptions:
A, D: 20 mm iron peg
B, C:12 mm iron peg

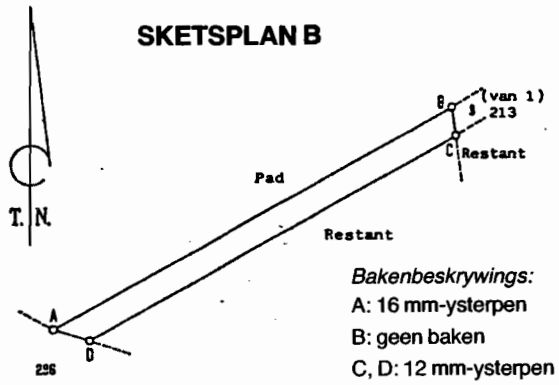
1.2 (a) **Ambrose Hay Mbanjwa,** and

(b) **Elizabeth MtimKulu,**

jointly R4 000 (four thousand rand) in respect of a road servitude, measuring approximately four four four (444) square metres, as depicted by figure ABCD on

die sketsplan B direk hieronder, oor die eiendom synde die Restant van Erf 213, dorpsgebied Edendale, administratiewe distrik Natal, groot twee sewe vyf drie (2 753) vierkante meter (voorheen bekend as die Restant van Lot 213 van die plaas Edendale 775, geleë in die county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T2009/1974 gedateer 20 November 1974.

SKETSPLAN B



Bakenbeskrywings:
A: 16 mm-ysterpen
B: geen baken
C, D: 12 mm-ysterpen

1.3 (a) **Amy Ntombizodla Msimang** (eienaar), en

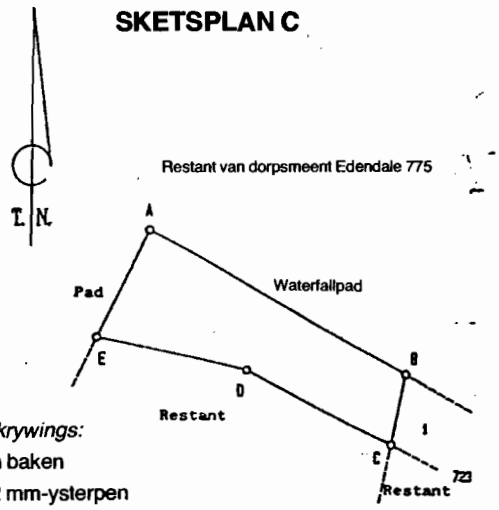
(b) fideikommissêre erfgename—

(i) **Lloyd Gracious Zibusiso Msimang,** en

(ii) **Glenn Ray Mandla Msimang,**

gesamentlik R5 200 (vyfduisend tweehonderd rand) ten opsigte van 'n padserwituut, groot ongeveer vier drie agt (438) vierkante meter, soos aangedui deur figuur ABCDE op die sketsplan C direk hieronder, oor die eiendom synde Erf 725, dorpsgebied Edendale, administratiewe distrik Natal, groot twee nul twee drie (2 023) vierkante meter (voorheen bekend as Lot 725 Edendale, geleë in die stad en county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T13373/1982 gedateer 30 Junie 1982.

SKETSPLAN C

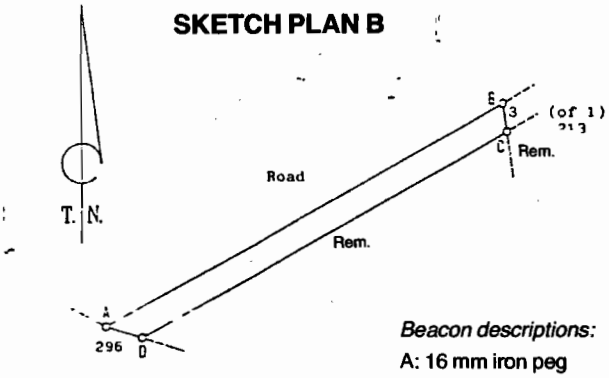


Bakenbeskrywings:
A, B: Geen baken
C, D, E: 12 mm-ysterpen

1.4 **Flora Sibisi,** R1 566 (eenduisend vyfhonderd ses-en-sestig rand) ten opsigte van 'n padserwituut, groot ongeveer twee drie agt (238) vierkante meter, soos aangedui deur figuur ABCD op die sketsplan D direk hieronder, oor die eiendom synde die Restant van Erf 328, dorpsgebied Edendale, administratiewe

sketch plan B directly hereunder, over the property being the Remainder of Erf 213, Township of Edendale, Administrative District of Natal, measuring two seven five three (2 753) square metres (formerly known as the Remainder of Lot 213 of the Farm Edendale 775, situate in the County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T2009/1974 dated 20 November 1974.

SKETCH PLAN B



Beacon descriptions:
A: 16 mm iron peg
B: No beacon
C, D: 12 mm iron peg

1.3 (a) **Amy Ntombizodla Msimang** (owner), and

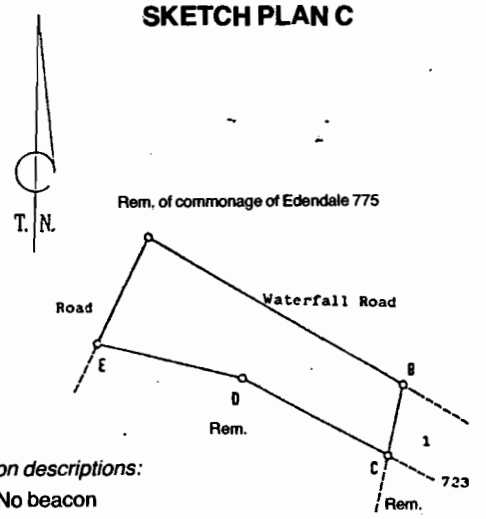
(b) fideicommissary heirs—

(i) **Lloyd Gracious Zibusiso Msimang,** and

(ii) **Glenn Ray Mandla Msimang,**

jointly R5 200 (five thousand two hundred rand) in respect of a road servitude, measuring approximately four three eight (438) square metres, as depicted by figure ABCDE on sketch plan C directly hereunder, over the property being Erf 725, Township of Edendale, Administrative District of Natal, measuring two nought two three (2 023) square metres (formerly known as Lot 725 Edendale, situate in the City and County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T13373/1982 dated 30 June 1982.

SKETCH PLAN C

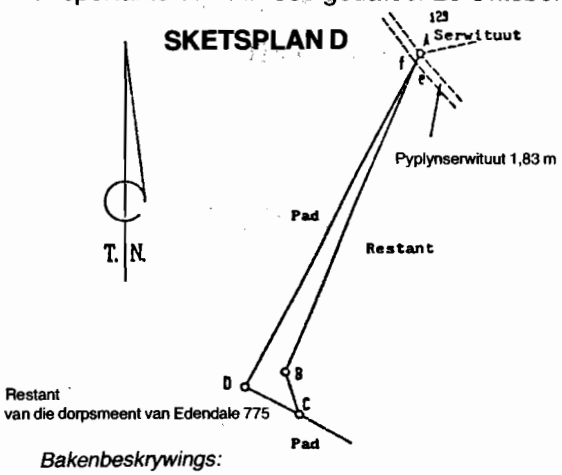


Beacon descriptions:
A, B: No beacon
C, D, E: 12 mm iron peg

1.4 **Flora Sibisi,** R1 566 (one thousand five hundred and sixty-six rand) in respect of a road servitude, measuring approximately two three eight (238) square metres, as depicted by figure ABCD on sketch plan D directly hereunder, over the property being the Remainder of Erf 328, Township of Edendale, Administrative District of Natal, measuring three one nine nought (3 190) square metres (formerly known as

distrik Natal, groot drie een nege nul (3 190) vierkante meter (voorheen bekend as die Restant van Lot 328 van die plaas Edendale 775, geleë in die openbare gesondheidsgebied van Edendale en distrik, county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T7744/1959 gedateer 20 Oktober 1959.

SKETSPLAN D



Bakenbeskrywings:

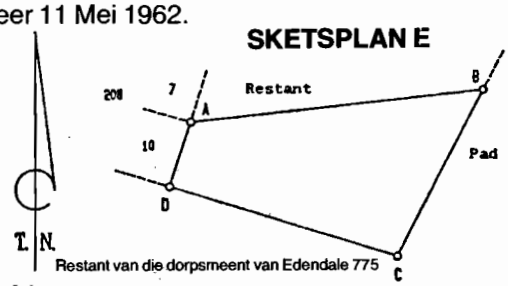
A: Gat (geboor) in beton rondom watermeter

B, C: 12 mm-ysterpen

D: 25 mm-ysterpyp, ondergronds

1.5 **Gladys Zimu,** R3 175 (drieduisend eenhonderd vyf-en-sewentig rand) ten opsigte van 'n padserwituut, groot ongeveer vyf twee twee (522) vierkante meter, soos aangedui deur figuur ABCD op die sketsplan E direk hieronder, oor die eiendom synde Erf 790, dorpsgebied Edendale, administratiewe distrik Natal, groot vier nege drie twee (4 932) vierkante meter (voorheen bekend as Lot 790 van die plaas Edendale 775, geleë in die openbare gesondheidsgebied van Edendale en Distrik, county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T3236/1962 gedateer 11 Mei 1962.

SKETSPLAN E



Bakenbeskrywings:

A: 16 mm-ysterpen

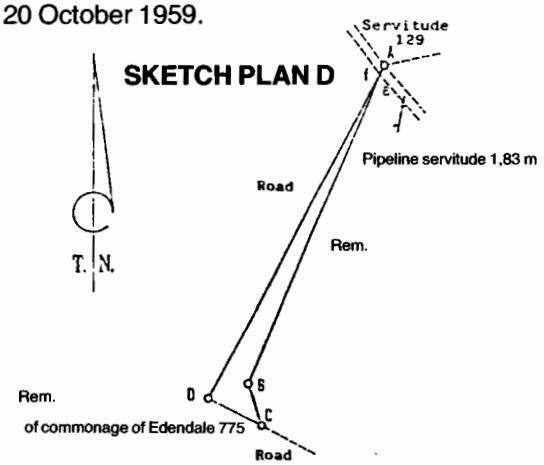
B: 12 mm-ysterpen

C, D: Geen bakens

1.6 **Hlalu Victor Kunene,** R3 500 (drieduisend vyfhonderd rand) ten opsigte van 'n padserwituut, groot ongeveer ses agt vier (684) vierkante meter, soos aangedui deur figuur ABCD op die sketsplan F direk hieronder, oor die eiendom synde Gedeelte 4 van Erf 183, dorpsgebied Edendale, administratiewe distrik Natal, groot vier nul nul vyf (4 005) vierkante meter (voorheen bekend as Onderverdeling 4 van 183 Edendale, geleë in die administratiewe distrik Natal) gehou kragtens Transportakte T17198/1984 gedateer 10 Julie 1984.

Remainder of Lot 328 of the Farm Edendale 775, situate in the public health area of Edendale and District, County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T7744/1959 dated 20 October 1959.

SKETCH PLAN D



Beacon descriptions:

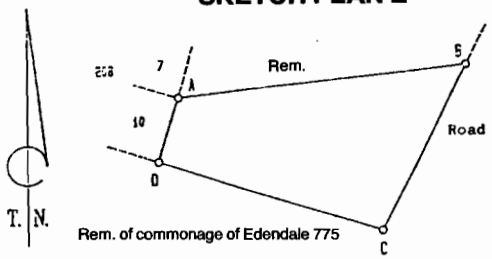
A: Drilled hole in concrete surround of water gauge

B, C: 12 mm iron peg

D: 25 mm iron pipe, below ground level

1.5. **Gladys Zimu,** R3 175 (three thousand one hundred and seventy-five rand) in respect of a road servitude, measuring approximately five two two (522) square metres, as depicted by figure ABCD on sketch plan E directly hereunder, over the property being Erf 790, Township of Edendale, Administrative District of Natal, measuring four nine three two (4 932) square metres (formerly known as Lot 790 of the Farm Edendale 775, situate in the public health area of Edendale and District, County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T3236/1962 dated 11 May 1962.

SKETCH PLAN E



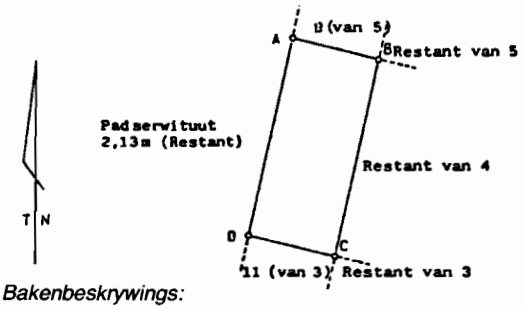
Beacon descriptions: C, D: No beacons

A: 16 mm iron peg

B: 12 mm iron peg

1.6 **Hlalu Victor Kunene,** R3 500 (three thousand five hundred rand) in respect of a road servitude, measuring approximately six eight four (684) square metres, as depicted by figure ABCD on sketch plan F directly hereunder, over the property being Portion 4 of Erf 183, Township of Edendale, Administrative District of Natal, measuring four nought nought five (4 005) square metres (formerly known as Subdivision 4 of 183 Edendale, situate in the Administrative district of Natal), held by virtue of Deed of Transfer T17198/1984 dated 10 July 1984.

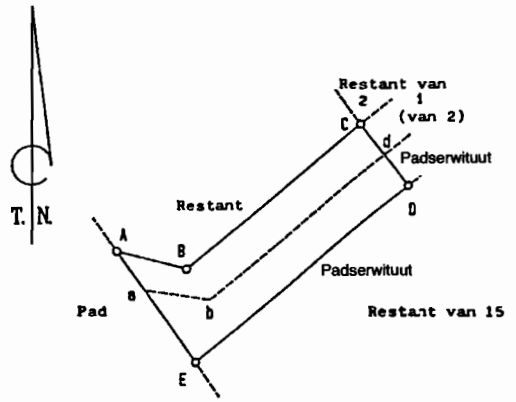
SKETSPLAN F



Bakenbeskrywings:
A: 20 mm-ysterpen
B, C: 12 mm-ysterpen
D: Geen baken

1.7 **Jack Dhlamini,** R1 300 (eenduisend driehonderd rand) ten opsigte van 'n padserwituut, groot ongeveer drie agt twee (382) vierkante meter, soos aangedui deur figuur ABCDE op die sketsplan G direk hieronder, oor die eiendom synde Erf 1, dorpsgebied Hlubiville, administratiewe distrik Natal, groot drie drie vier sewe (3 347) vierkante meter (voorheen bekend as Lot 1 Hlubiville dorpsgebied van Lot 215 van die plaas Edendale 775, geleë in die openbare gesondheidsgebied van Edendale en distrik, county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T15/1943 gedateer 8 Januarie 1943.

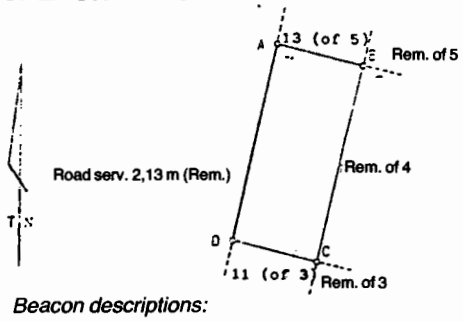
SKETSPLAN G



Bakenbeskrywings:
A, B, C: 12 mm-ysterpen
D, E: Geen bakens

1.8 **Josiah Mavimbela,** R450 (vierhonderd-en-vyftig rand) ten opsigte van 'n padserwituut, groot ongeveer een ses twee (162) vierkante meter, soos aangedui deur figuur ABC op die sketsplan H direk hieronder, oor die eiendom synde Erf 216, dorpsgebied Edendale, administratiewe distrik Natal, groot twee komma agt twee sewe sewe (2,8277) hektaar (voorheen bekend as Lot 216 Edendale, county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T5360/1924 gedateer 24 Desember 1924.

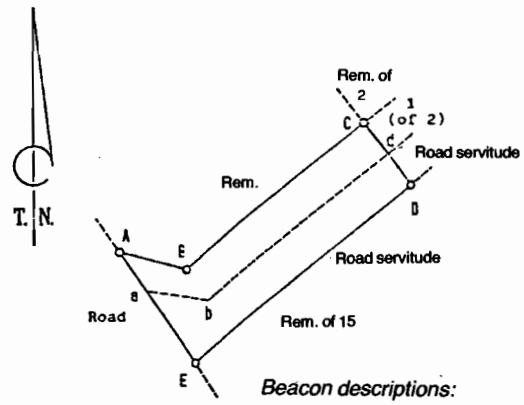
SKETCH PLAN F



Beacon descriptions:
A: 20 mm iron peg
B, C: 12 mm iron peg
D: No beacon

1.7 **Jack Dhlamini,** R1 300 (one thousand three hundred rand) in respect of a road servitude, measuring approximately three eight two (382) square metres, as depicted by figure ABCDE on sketch plan G directly hereunder, over the property being Erf 1, Township of Hlubiville, Administrative District of Natal, measuring three three four seven (3 347) square metres (formerly known as Lot 1 Hlubiville Township, of Lot 215 of the Farm Edendale 775, situate in the public health area of Edendale and District, County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T15/1943 dated 8 January 1943.

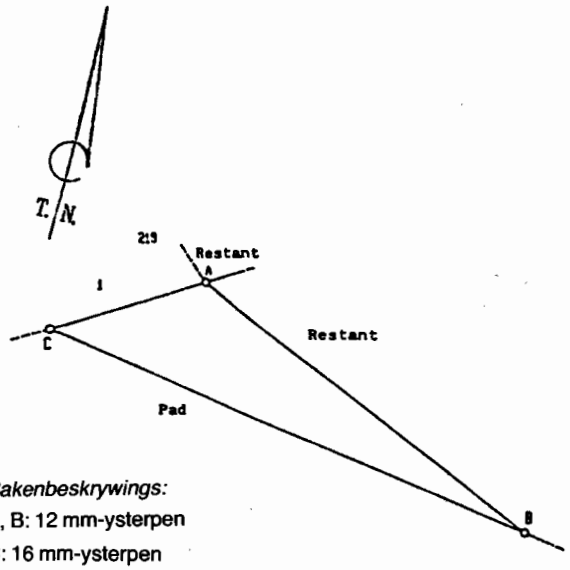
SKETCH PLAN G



Beacon descriptions:
A, B, C: 12 mm iron peg
D, E: No beacon

1.8 **Josiah Mavimbela,** R450 (four hundred and fifty rand) in respect of a road servitude, measuring approximately one six two (162) square metres, as depicted by figure ABC on sketch plan H directly hereunder, over the property being Erf 216, Township of Edendale, Administrative District of Natal, measuring two comma eight two seven seven (2,8277) hectares (formerly known as Lot 216 Edendale, County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T5360/1924 dated 24 December 1924.

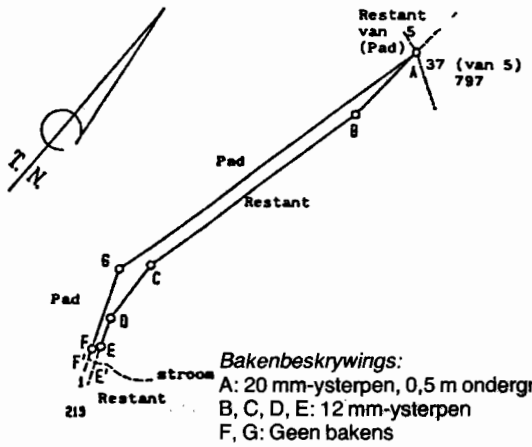
SKETSPLAN H



Bakenbeskrywings:
A, B: 12 mm-ysterpen
C: 16 mm-ysterpen

1.9 **John Ndaba,** R5 300,00 (vyfduisend driehonderd rand), ten opsigte van 'n padserwituut, groot ongeveer een vyf drie sewe (1 537) vierkante meter, soos aangedui deur figuur ABCDE middel van stroom FG op die sketsplan I direk hieronder, oor die eiendom synde Gedeelte 2 van Erf 797, dorpsgebied Edendale, administratiewe distrik Natal, groot twaalf komma nul twee drie vier (12,0234) hektaar (voorheen bekend as Onderverdeling 2 van DUZI van die plaas Edendale 775, geleë in die openbare gesondheidsgebied van Edendale en distrik, county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T17925/1973 gedateer 26 Oktober 1973.

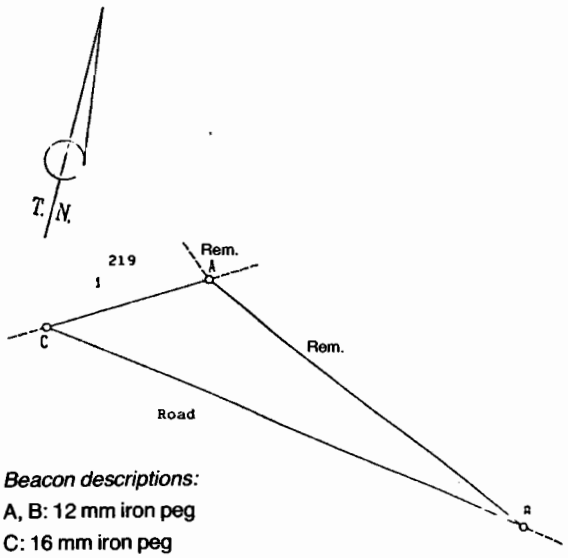
SKETSPLAN I



Bakenbeskrywings:
A: 20 mm-ysterpen, 0,5 m ondergronds
B, C, D, E: 12 mm-ysterpen
F, G: Geen bakens

1.10 **Khenthiwe Helen Dolphin,** R158,00 (eenhonderd agt-en-vyftig rand) ten opsigte van 'n padserwituut, groot ongeveer ses vier (64) vierkante meter, soos aangedui deur figuur ABC1 regteroewer van stroom D1 op die sketsplan J direk hieronder, oor die eiendom synde Erf 168, dorpsgebied Edendale, administratiewe distrik Natal, groot twee komma nege twee sewe agt (2,9278) hektaar (voorheen bekend as Lot 168 van die plaas Edendale 775, geleë in die county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T2385/1979 gedateer 14 Februarie 1979.

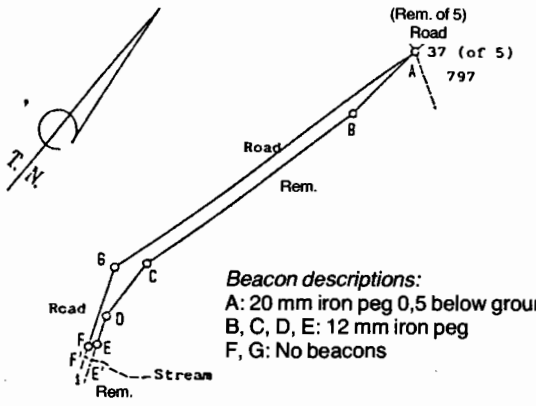
SKETCH PLAN H



Beacon descriptions:
A, B: 12 mm iron peg
C: 16 mm iron peg

1.9 **John Ndaba,** R5 300,00 (five thousand three hundred rand) in respect of a road servitude, measuring approximately one five three seven (1 537) square metres, as depicted by the figure ABCDE middle of stream FG on sketch plan I directly hereunder, over the property being Portion 2 of Erf 797, Township of Edendale, Administrative District of Natal, measuring twelve comma nought two three four (12,0234) hectares (formerly known as Subdivision 2 of DUZI of the Farm Edendale 775, situate in the public health area of Edendale and District, County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T17925/1973 dated 26 October 1973.

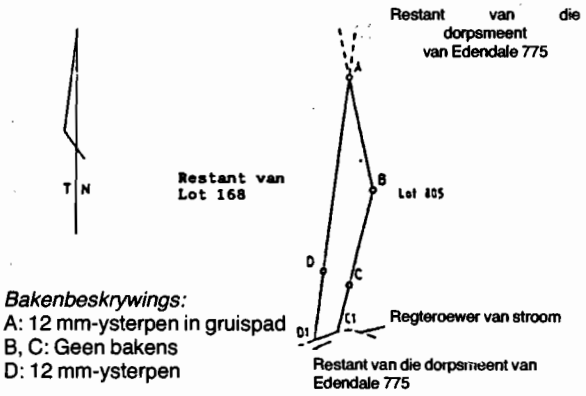
SKETCH PLAN I



Beacon descriptions:
A: 20 mm iron peg 0,5 below ground level
B, C, D, E: 12 mm iron peg
F, G: No beacons

1.10 **Khenthiwe Helen Dolphin,** R158,00 (one hundred and fifty-eight rand) in respect of a road servitude, measuring approximately six four (64) square metres, as depicted by figure ABC1 right bank of stream D1 on sketch plan J directly hereunder, over the property being Erf 168, Township of Edendale, Administrative District of Natal, measuring two comma nine two seven eight (2,9268) hectares (formerly known as Lot 168 of the Farm Edendale 775, situate in the County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T2385/1979 dated 14 February 1979.

SKETSPLAN J



Bakenbeskrywings:
A: 12 mm-ysterpen in gruispad
B, C: Geen bakens
D: 12 mm-ysterpen

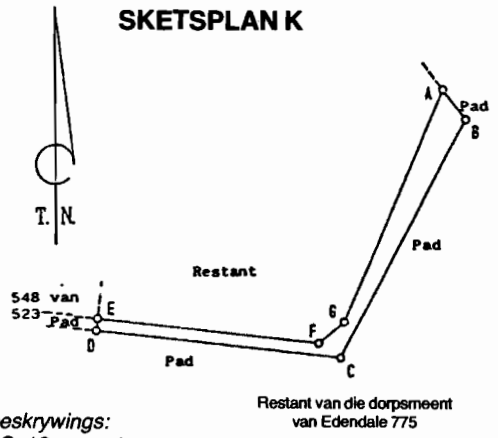
1.11 Die gesamentlike boedel van—

(a) **Lena Kunene** (gebore Dhlamini), en

(b) **Phillip Kunene,**

gesamentlik R3 650,00 (drieduisend seshonderd-en-vyftig rand) ten opsigte van 'n padserwituut, groot ongeveer ses een sewe (617) vierkante meter, soos aangedui deur figuur ABCDEFG op die sketsplan K direk hieronder, oor die eiendom synde Erf 211, dorpsgebied Edendale, administratiewe distrik Natal, groot agt nul nege vier (8 094) vierkante meter (voorheen bekend as Onderverdeling 211 van die plaas Edendale 775, geleë in die openbare gesondheidsgebied van Edendale en distrik, county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T9460/1954 gedateer 2 November 1954.

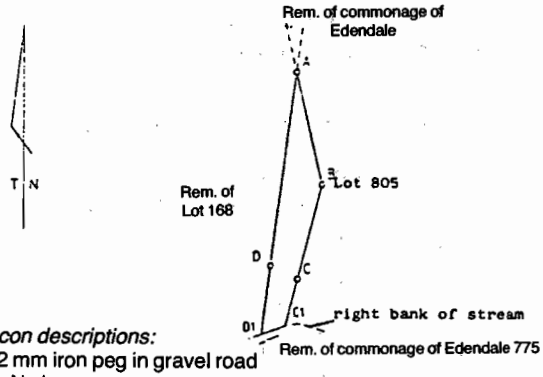
SKETSPLAN K



Bakenbeskrywings:
A, E, F, G: 12 mm-ysterpen
B, C, D: Geen bakens

1.12 **Mandlenkosi Sipho Afrika Sikhakhana,** R570,00 (vyfhonderd-en-sewentig rand) ten opsigte van 'n padserwituut, groot ongeveer vier nege (49) vierkante meter, soos aangedui deur figuur ABCDEF op die sketsplan L direk hieronder, oor die eiendom synde Erf 720, dorpsgebied Edendale, administratiewe distrik Natal, groot een sewe twee vyf (1 725) vierkante meter (voorheen bekend as Lot 720 Edendale, geleë in die administratiewe distrik Natal) gehou kragtens Transportakte T25045/1988 gedateer 23 September 1988.

SKETCH PLAN J



Beacon descriptions:
A: 12 mm iron peg in gravel road
B, C: No beacon
D: 12 mm iron peg

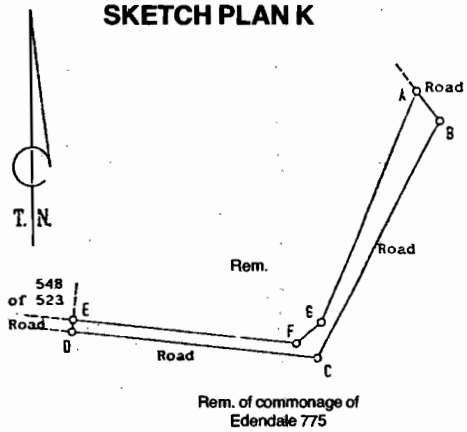
1.11 The joint estate of—

(a) **Lena Kunene** (born Dhlamini), and

(b) **Phillip Kunene,**

R3 650,00 (three thousand six hundred and fifty rand) in respect of a road servitude, measuring approximately ± six one seven (617) square metres, as depicted by figure ABCDEFG on sketch plan K directly hereunder, over the property being Erf 211, Township of Edendale, Administrative District of Natal, measuring eight nought nine four (8 094) square metres (formerly known as Subdivision 211 of the Farm Edendale 775, situate in the public health area of Edendale and District, County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T9460/1954 dated 2 November 1954.

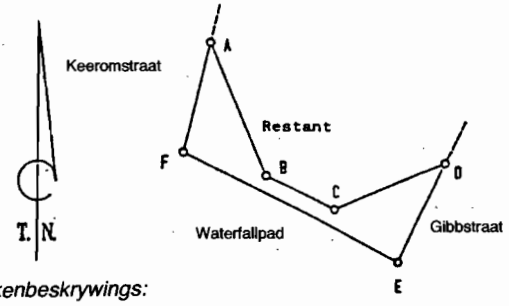
SKETCH PLAN K



Beacon descriptions:
A, E, F, G: 12 mm iron peg
B. C. D.: No beacon

1.12 **Mandlenkosi Sipho Afrika Sikhakhana,** R570,00 (five hundred and seventy rand) in respect of a road servitude, measuring approximately ± four nine (49) square metres, as depicted by figure ABCDEF on sketch plan L directly hereunder, over the property being Erf 720, Township of Edendale, Administrative District of Natal, measuring one seven two five (1 725) square metres (formerly known as Lot 720 Edendale, situate in the Administrative District of Natal), held by virtue of Deed of Transfer T25045/1988 dated 23 September 1988.

SKETSPLAN L



Bakenbeskrywings:

A, B, C, D: 12 mm-ysterpen

E: Geen baken

F: Ronde ysterheiningpaal

1.13 (a) MacCullum Nelson Elijah Kambule;

(b) **Robert Hughes Kumalo;**

(c) **Desmond Bathu Kortjaas;**

(d) **Elsie Mamiyake Kambule;**

(e) **Harriet Edna Tembisile Msimang,** en

(f) **Rosina Kambule,**

gesamentlik R2 600,00 (tweeduisend seshonderd rand) ten opsigte van twee padserwitute, groot ongeveer vier drie vier drie (4 343) en sewe drie vier (734) vierkante meter onderskeidelik, soos aangedui deur figuur ABCD op sketsplan M1 en figuur BC1 linkeroewer van stroom D1 EA op sketsplan M2 hieronder, oor die eiendom synde Erf 791, dorpsgebied Edendale, administratiewe distrik Natal, groot twee nege komma ses vier drie drie (29,6433) hektaar (voorheen bekend as Onderverdeling 294 A van die plaas Edendale 775) gehou in onverdeelde aandele deur u soos volg:

1.13.1 **MacCullum Nelson Elijah Kambule**—een vierde ($\frac{1}{4}$) onverdeelde aandeel kragtens Transportakte T1745/1957 gedateer 4 Maart 1957;

1.13.2 **Robert Hughes Kumalo**—een vierde ($\frac{1}{4}$) onverdeelde aandeel kragtens Transportakte T1745/1957 gedateer 4 Maart 1957;

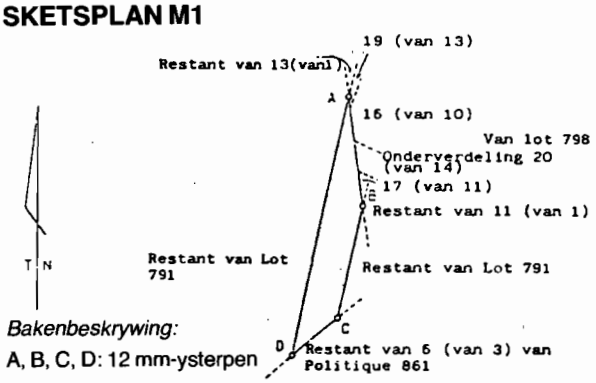
1.13.3 **Desmond Bathu Kortjaas** (ook bekend as Bathu Desmond Kortjaas)—een vierde ($\frac{1}{4}$) onverdeelde aandeel kragtens Transportakte T7031/1966 gedateer 17 Junie 1966;

1.13.4 **Elsie Mamiyake Kambule**—een twaalfde ($^1/_{12}$) onverdeelde aandeel kragtens Transportakte T1988/1975 gedateer 13 Februarie 1975;

1.13.5 **Harriet Edna Tembisile Msimang**—een twaalfde ($^1/_{12}$) onverdeelde aandeel kragtens Transportakte T1988/1975 gedateer 13 Februarie 1975, en

1.13.6 **Rosina Kambule**—een twaalfde ($^1/_{12}$) onverdeelde aandeel kragtens Transportakte T18271/1976 gedateer 5 November 1976;

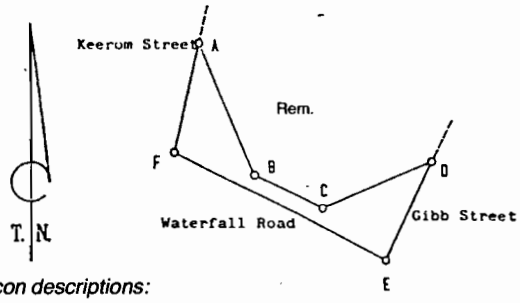
SKETSPLAN M1



Bakenbeskrywing:

A, B, C, D: 12 mm-ysterpen

SKETCH PLAN L



Beacon descriptions:

A, B, C, D: 12 mm iron peg

E: No beacon

F: Round iron fence post

1.13 (a) **MacCullum Nelson Elijah Kambule;**

(b) **Robert Hughes Kumalo;**

(c) **Desmond Bathu Kortjaas;**

(d) **Elsie Mamiyake Kambule;**

(e) **Harriet Edna Tembisile Msimang, and**

(f) **Rosina Kambule,**

jointly R2 600,00 (two thousand six hundred rand) in respect of two (2) road servitudes, measuring approximately ± four three four three (4 343) and ±seven three four (734) square metres respectively, as depicted by figure ABCD on sketch plan M1 and figure BC1 left bank of stream D1 EA on sketch plan M2 below, over the property being Lot 791, Township of Edendale, Administrative District of Natal, measuring two nine comma six four three three (29,6433) hectares (formerly known as Subdivision 294 A of the Farm Edendale 775), held by you in undivided shares as follows:

1.13.1 **MacCullum Nelson Elijah Kambule**—one fourth ($\frac{1}{4}$) undivided share by virtue of Deed of Transfer T1745/1957 dated 4 March 1957;

1.13.2 **Robert Hughes Kumalo**—one fourth ($\frac{1}{4}$) undivided share by virtue of Deed of Transfer T1745/1957 dated 4 March 1957;

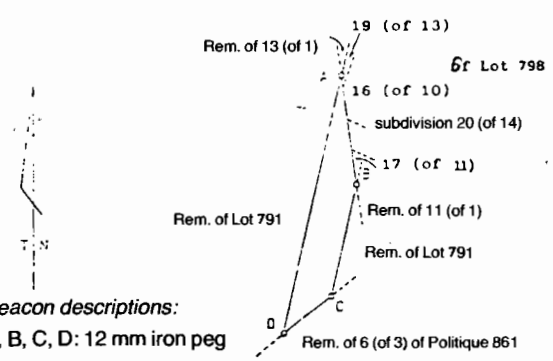
1.13.3 **Desmond Bathu Kortjaas** (also known as Bathu Desmond Kortjaas)—one fourth ($\frac{1}{4}$) undivided share by virtue of Deed of Transfer T7031/1966 dated 17 June 1966;

1.13.4 **Elsie Mamiyake Kambule**—one twelfth ($^1/_{12}$) undivided share by virtue of Deed of Transfer T1988/1975 dated 13 February 1975;

1.13.5 **Harriet Edna Tembisile Msimang**—one twelfth ($^1/_{12}$) undivided share by virtue of Deed of Transfer T1988/1975 dated 13 February 1975; and

1.13.6 **Rosina Kambule**—one twelfth ($^1/_{12}$) undivided share by virtue of Deed of Transfer T18271/1976 dated 5 November 1976;

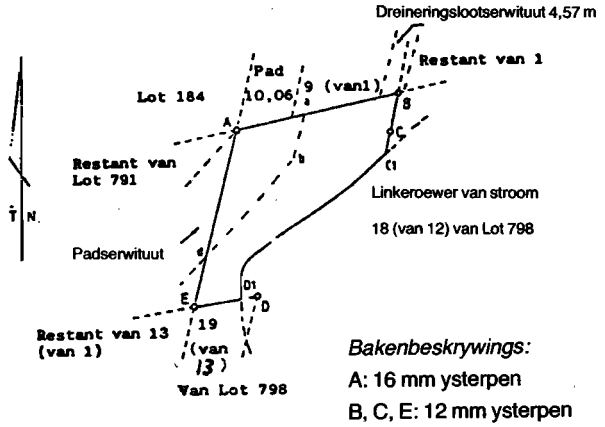
SKETCH PLAN M1



Beacon descriptions:

A, B, C, D: 12 mm iron peg

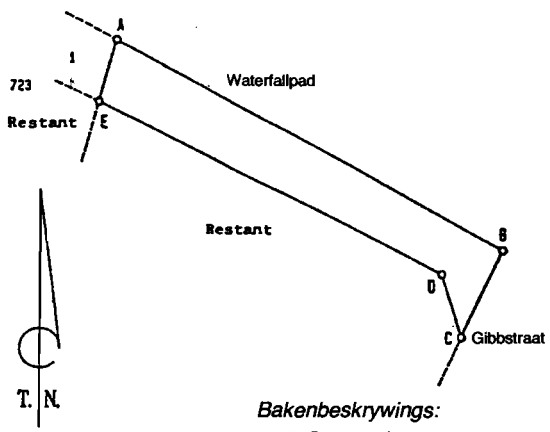
SKETSPLAN M2



Bakenbeskrywings:
A: 16 mm ysterpen
B, C, E: 12 mm ysterpen
D: Geen baken

1.14 **May Nkabini,** R4 550,00 (vierduisend vyfhonderd-en-vyftig rand) ten opsigte van 'n padserwituut, groot ongeveer vier drie vier (434) vierkante meter, soos aangedui deur figuur ABCDE op die sketsplan N direk hieronder, oor die eiendom synde Erf 721, dorpsgebied Edendale, administratiewe distrik Natal, groot een vyf twee vyf (1 525) vierkante meter (voorheen bekend as Lot 1 Blok K Georgetown van die plaas Edendale 775, geleë in die openbare gesondheidsgebied van Edendale en distrik, county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T6317/1945 gedateer 15 September 1945.

SKETSPLAN N

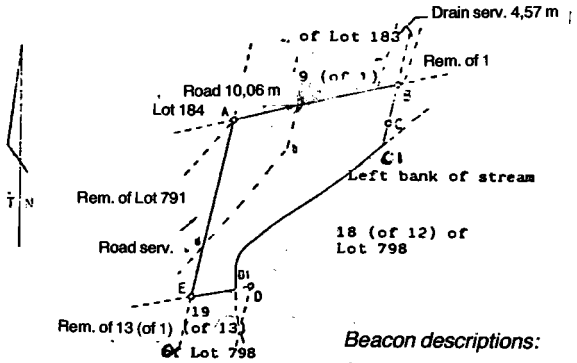


Bakenbeskrywings:
A, B: Geen bakens
C, D, E: 12 mm ysterpen

1.15 **Msawenkosi Petros Kunene**

1.15A R3 500 (drieduisend vyfhonderd rand) ten opsigte van 'n padserwituut, groot ongeveer sewe nul vier (704) vierkante meter, soos aangedui deur figuur ABCD op die sketsplan O1 direk hieronder, oor die eiendom synde Gedeelte 2 van Erf 183, dorpsgebied Edendale, administratiewe distrik Natal, groot drie nege agt drie (3 983) vierkante meter (voorheen bekend as Onderverdeling 2 van Lot 183 Edendale, geleë in die county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T24142/1982 gedateer 24 November 1982;

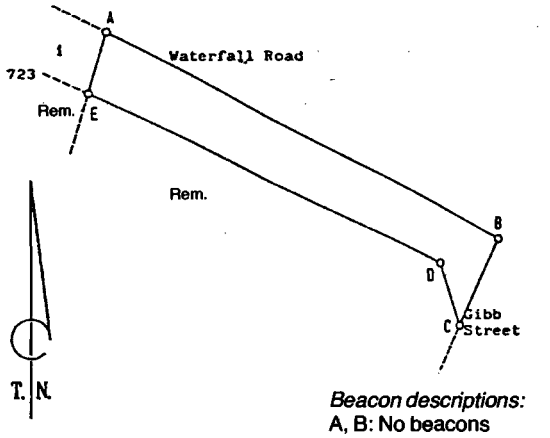
SKETCH PLAN M2



Beacon descriptions:
A: 16 mm iron peg
B, C, E: 12 mm iron peg
D: No beacon

1.14 **May Nkabini,** R4 550,00 (four thousand five hundred and fifty rand) in respect of a road servitude, measuring approximately four three four (434) square metres, as depicted by figure ABCDE on sketch plan N directly hereunder, over the property being Erf 721, Township of Edendale, Administrative District of Natal, measuring one five two five (1 525) square metres (formerly known as Lot 1 Block K Georgetown of the Farm Edendale 775, situate in the public health area of Edendale and District, County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T6317/1945 dated 15 September 1945.

SKETCH PLAN N

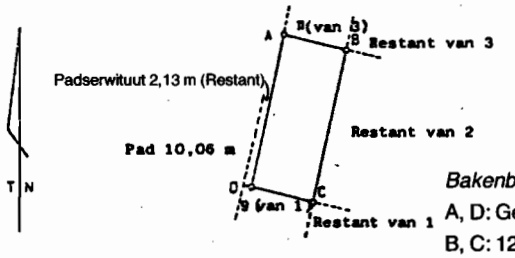


Beacon descriptions:
A, B: No beacons
C, D, E: 12 mm iron peg

1.15 **Msawenkosi Petros Kunene**

1.15A R3 500 (three thousand five hundred rand) in respect of a road servitude, measuring approximately seven nought four (704) square metres, as depicted by figure ABCD on sketch plan O1 directly hereunder, over the property being Portion 2 of Erf 183, Township of Edendale, Administrative District of Natal, measuring three nine eight three (3 983) square metres (formerly known as Subdivision 2 of Lot 183 Edendale, situate in the County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T24142/1982 dated 24 November 1982;

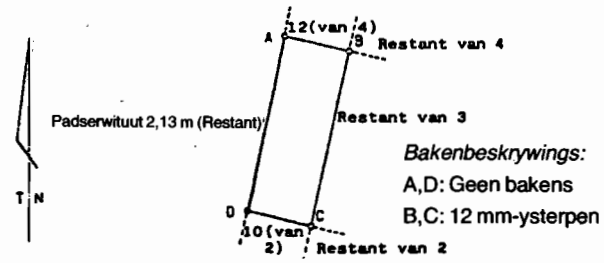
SKETSPLAN O1



Bakenbeskrywings:
A, D: Geen bakens
B, C: 12 mm ysterpen

1.15B R3 500 (drieduisend vyfhonderd rand) ten opsigte van 'n padserwituut, groot ongeveer agt nul ses (806) vierkante meter, soos aangedui deur figuur ABCD op die sketsplan O2 direk hieronder, oor die eiendom synde Gedeelte 3 van Erf 183, dorpsgebied Edendale, administratiewe distrik Natal, groot vier nul een vyf (4 015) vierkante meter (voorheen bekend as Onderverdeling 3 van Lot 183 Edendale, geleë in die county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T24142/1982 gedateer 24 November 1982.

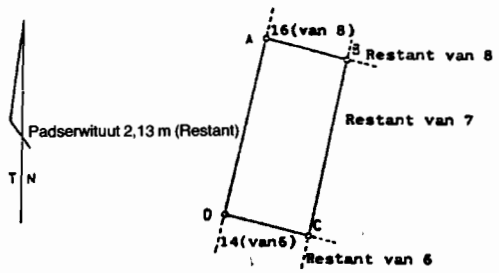
SKETSPLAN O2



Bakenbeskrywings:
A,D: Geen bakens
B,C: 12 mm-ysterpen

1.16 **Mqhiki Christina Mdunge,** R3 500,00 (drieduisend vyfhonderd rand) ten opsigte van 'n padserwituut, groot ongeveer ses een twee (612) vierkante meter, soos aangedui deur figuur ABCD op die sketsplan P direk hieronder, oor die eiendom synde Gedeelte 7 van Erf 183, dorpsgebied Edendale, administratiewe distrik Natal, groot drie nege sewe vier (3 974) vierkante meter (voorheen bekend as Onderverdeling 7 van Lot 183 Edendale, geleë in die county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T17626/1981 gedateer 13 Julie 1981.

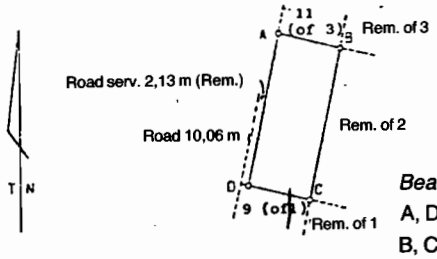
SKETSPLAN P



Bakenbeskrywings:
A: 20 mm-ysterpen, 0,10 meter suid van houtheiningpaal
B,C: 12 mm-ysterpen
D: 20 mm-ysterpen

1.17 **Mzikayise Killion Sokhela,** R500,00 (vyfhonderd rand) ten opsigte van 'n padserwituut, groot ongeveer drie nul nul (300) vierkante meter, soos aangedui deur figuur ABC op die sketsplan Q direk hieronder, oor die eiendom synde Gedeelte 2 van Erf 225, dorpsgebied Edendale, administratiewe distrik Natal, groot agt drie nul nul (8 300) vierkante meter [voorheen bekend as Onderverdeling 2 (van 1) van Lot 225 Edendale, geleë in die administratiewe distrik van Natal] gehou kragtens Transportakte T8236/1989 gedateer 12 April 1989.

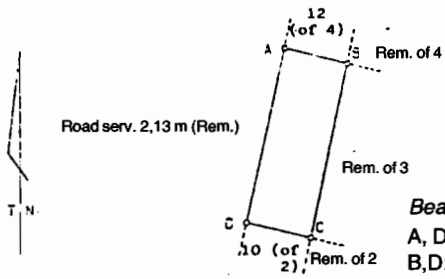
SKETCH PLAN O1



Beacon descriptions:
A, D: No beacons
B, C: 12 mm iron peg

1.15B R3 500 (three thousand five hundred rand) in respect of a road servitude, measuring approximately eight nought six (806) square metres, as depicted by figure ABCD on sketch plan O2 directly hereunder, over the property being Portion 3 of Erf 183, Township of Edendale, Administrative District of Natal, measuring four nought one five (4015) square metres (formerly known as Subdivision 3 of Lot 183 Edendale, situate in the County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T24142/1982 dated 24 November 1982.

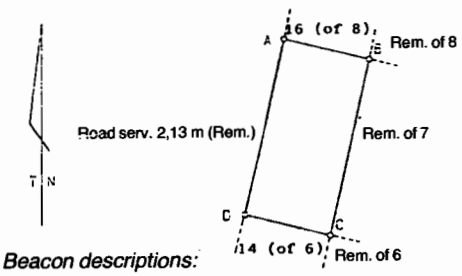
SKETCH PLAN O2



Beacon descriptions:
A, D: No beacons
B,D: 12 mm iron peg

1.16 **Mqhiki Christina Mdunge,** R3 500,00 (three thousand five hundred rand) in respect of a road servitude, measuring approximately six one two (612) square metres, as depicted by figure ABCD on sketch plan P directly hereunder, over the property being Portion 7 of Erf 183, Township of Edendale, Administrative District of Natal, measuring three nine seven four (3 974) square metres (formerly known as Subdivision 7 of Lot 183 Edendale, situate in the County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T17626/1981 dated 13 July 1981.

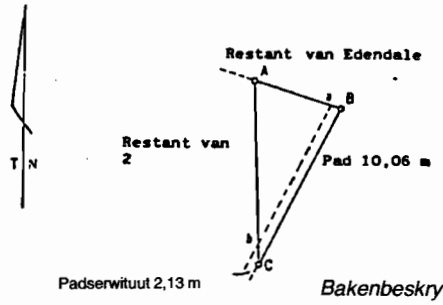
SKETCH PLAN P



Beacon descriptions:
A: 20 mm iron peg 0,10 m south of wooden fence post
B,C: 12 mm iron peg
D: 20 mm iron peg

1.17 **Mzikayise Killion Sokhela,** R500,00 (five hundred rand) in respect of a road servitude, measuring approximately three nought nought (300) square metres, as depicted by figure ABC on sketch plan Q directly hereunder, over the property being Portion 2 of Erf 225, Township of Edendale, Administrative District of Natal, measuring eight three nought nought (8 300) square metres [formerly known as Subdivision 2 (of 1) of Lot 225 Edendale, situate in the Administrative District of Natal], held by virtue of Deed of Transfer T8236/1989 dated 12 April 1989.

SKETSPLAN Q

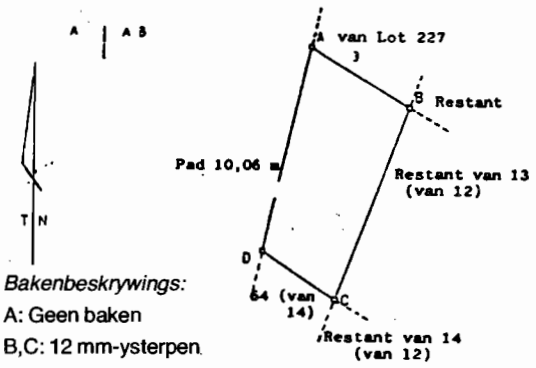


Bakenbeskrywings:
A,C: 12 mm-ysterpen
B: Geen baken

1.18 **Norman Ngwenya,**

1.18A R4 700,00 (vierduisend sewehonderd rand) ten opsigte van 'n padserwituut, groot ongeveer drie vyf drie (353) vierkante meter, soos aangedui deur figuur ABCD op die sketsplan R1 direk hieronder, synde 'n uittreksel uit die Landmeter-generaal se Onderverdelingsdiagram SG 26/1990 van die goedgekeurde Onderverdeling 13, tans nog 'n ongeregistreerde gedeelte van die Restant van Lot 292, dorpsgebied Edendale, administratiewe distrik Natal, groot vyf komma drie sewe vyf nege (5,3759) hektaar (voorheen bekend as die Restant van Lot 292 van die plaas Edendale 775, geleë in die openbare gesondheidsgebied van Edendale en distrik, county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T22/1967 gedateer 4 Januarie 1967;

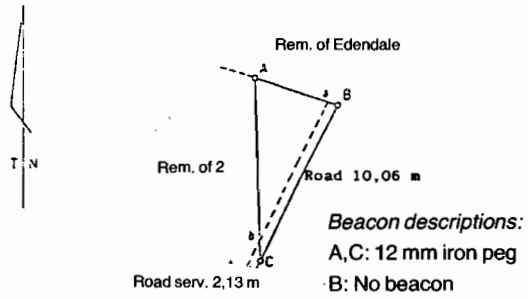
SKETSPLAN R1



Bakenbeskrywings:
A: Geen baken
B,C: 12 mm-ysterpen
D: 16 mm-ysterpen

1.18B R3 700,00 (drieduisend sewehonderd rand) ten opsigte van 'n padserwituut, groot ongeveer twee sewe een (271) vierkante meter, soos aangedui deur figuur ABCD op die sketsplan R2 direk hieronder, synde 'n uittreksel uit die Landmeter-generaal se Onderverdelingsdiagram SG 26/1990 van die goedgekeurde Onderverdeling 14, tans nog 'n ongeregistreerde gedeelte van die Restant van Lot 292, dorpsgebied Edendale, administratiewe distrik Natal, groot vyf komma drie sewe vyf nege (5,3759) hektaar (voorheen bekend as die Restant van Lot 292 van die plaas Edendale 775, geleë in die openbare gesondheidsgebied van Edendale en distrik, county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T22/1967 gedateer 4 Januarie 1967;

SKETCH PLAN Q

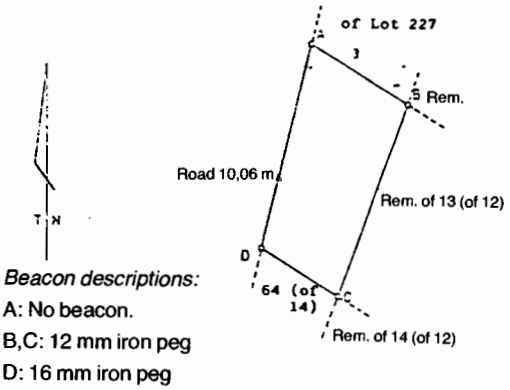


Beacon descriptions:
A,C: 12 mm iron peg
B: No beacon

1.18 **Norman Ngwenya,**

1.18A R4 700,00 (four thousand seven hundred rand) in respect of a road servitude, measuring approximately three five three (353) square metres, as depicted by figure ABCD on sketch plan R1 directly hereunder, which sketch plan is derived from the Surveyor General's Subdivisional Diagram SG 26/1990 of the approved Subdivision 13, at present still an unregistered portion of the Remainder of Lot 292, Township of Edendale, Administrative District Natal, measuring five comma three seven five nine (5,3759) hectares (formerly known as the Remainder of Lot 292 of the Farm Edendale 775, situate in the public health area of Edendale and District, County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T22/1967 dated 4 January 1967;

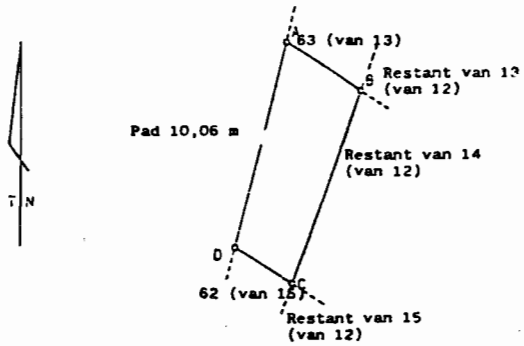
SKETCH PLAN R1



Beacon descriptions:
A: No beacon.
B,C: 12 mm iron peg
D: 16 mm iron peg

1.18B R3 700,00 (three thousand seven hundred rand) in respect of a road servitude, measuring approximately two seven one (271) square metres, as depicted by figure ABCD on sketch plan R2 directly hereunder, which sketch plan is derived from the Surveyor General's Subdivisional Diagram SG 26/1990 of the approved Subdivision 14, at present still an unregistered portion of the Remainder of Lot 292, Township of Edendale, Administrative District of Natal, measuring five comma three seven five nine (5,3759) hectares (formerly known as the Remainder of Lot 292 of the Farm Edendale 775, situate in the public health area of Edendale and District, County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T22/1967 dated 4 January 1967;

SKETSPLAN R2



Bakenbeskrywings:

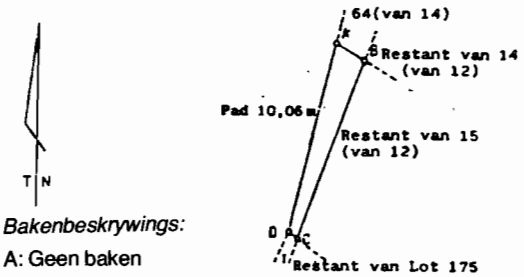
A: 16 mm-ysterpen

B, C: 12 mm-ysterpen

D: Geen baken

1.18. C. R1 990 (eenduisend negehonderd en negentig rand) ten opsigte van 'n padserwituut, groot ongeveer twee agt vier (284) vierkante meter, soos aangedui deur figuur ABCD op die sketsplan R3 direk hieronder, synde 'n uittreksel uit die Landmeter-generaal se Onderverdelingsdiagram SG 26/1990 van die goedgekeurde Onderverdeling 15, tans nog 'n ongeregistreerde gedeelte van die Restant van Lot 292, dorpsgebied Edendale, administratiewe distrik Natal, groot vyf komma drie sewe vyf nege (5,3759) hektaar (voorheen bekend as die Restant van Lot 292 van die plaas Edendale 775, geleë in die openbare gesondheidsgebied van Edendale en distrik, county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T22/1967 gedateer 4 Januarie 1967.

SKETSPLAN R3



Bakenbeskrywings:

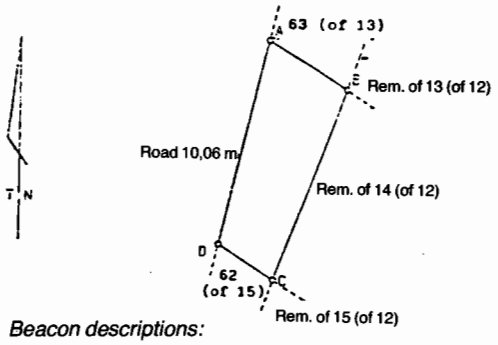
A: Geen baken

B, C: 12 mm-ysterpen

D: 25 mm-ysterpen

1.19 **Richard Dhlamini,** R1 100 (eenduisend eenhonderd rand) ten opsigte van 'n padserwituut, groot ongeveer drie ses sewe (367) vierkante meter, soos aangedui deur figuur ABCD op die sketsplan S direk hieronder, oor die eiendom synde Erf 2, dorpsgebied Hlubiville, administratiewe distrik Natal, groot drie drie sewe agt (3 378) vierkante meter (voorheen bekend as Lot 2 Hlubiville dorpsgebied van Lot 215 van die plaas Edendale 775, geleë in die openbare gesondheidsgebied van Edendale en distrik, county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T20/1943 gedateer 6 Januarie 1943.

SKETCH PLAN R2



Beacon descriptions:

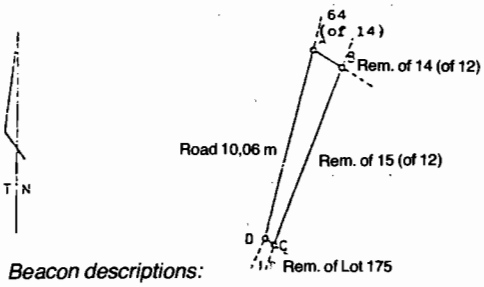
A: 16 mm iron peg

B, C: 12 mm iron peg

D: No beacon

1.18 C. R1 990 (one thousand nine hundred and ninety rand) in respect of a road servitude, measuring approximately two eight four (284) square metres, as depicted by figure ABCD on sketch plan R3 directly hereunder, which sketch plan is derived from the Surveyor General's Subdivisional Diagram SG 26/1990 of the approved Subdivision 15, at present still an unregistered portion of the Remainder of Lot 292, Township of Edendale, Administrative District of Natal, measuring five comma three seven five nine (5,3759) hectares (formerly known as the Remainder of Lot 292 of the Farm Edendale 775, situate in the public health area of Edendale and District, County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T22/1967 dated 4 January 1967.

SKETCH PLAN R3



Beacon descriptions:

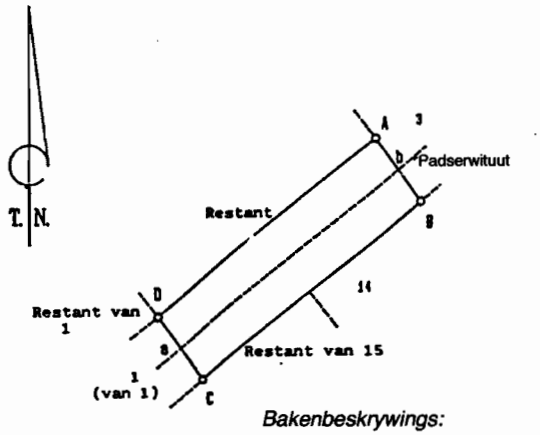
A: No beacon

B, C: 12 mm iron peg

D: 25 mm iron peg

1.19 **Richard Dhlamini,** R1 100 (one thousand one hundred rand) in respect of a road servitude, measuring approximately three six seven (367) square metres, as depicted by figure ABCD on sketch plan S directly hereunder, over the property being Erf 2, Township of Hlubiville, Administrative District of Natal, measuring three three seven eight (3 378) square metres (formerly known as Lot 2 Hlubiville Township of Lot 215 of the Farm Edendale 775, situate in the public health area of Edendale and District, County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T20/1943 dated 6 January 1943.

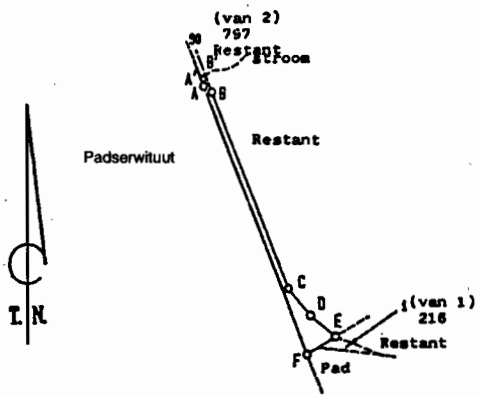
SKETSPLAN S



Bakenbeskrywings:
A, D: 12 mm-ysterpen
B, C: Geen baken

1.20 **Richard Fanyana Mngadi,** R2 775 (tweeduisend sewehonderd vyf-en-sewentig rand) ten opsigte van 'n padserwituut, groot ongeveer een nul nege vier (1 094) vierkante meter, soos aangedui deur figuur A' middel van stroom B'CDEF op die sketsplan T direk hieronder, oor die eiendom synde Erf 219, dorpsgebied Edendale, administratiewe distrik Natal, groot vier komma sewe drie vier sewe (4,7347) hektaar (voorheen bekend as Lot 219 van die plaas Edendale 775, geleë in die couty Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T20588/1976 gedateer 17 Desember 1976.

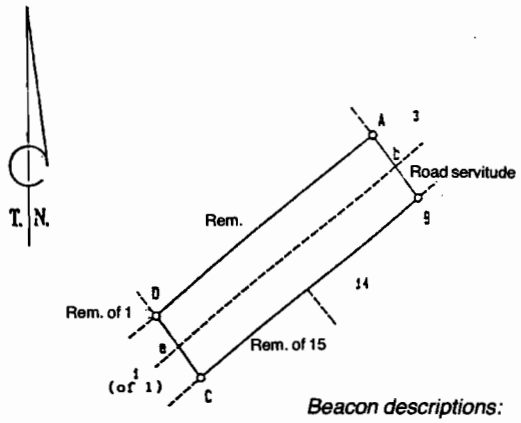
SKETSPLAN T



Bakenbeskrywings:
A, F: Geen bakens
B, C, D, E: 12 mm-ysterpen

1.21 **Sibhepu Ngcobo,** R9 000 (negeduisend rand) ten opsigte van 'n padserwituut, groot ongeveer drie drie nul twee (3 302) vierkante meter, soos aangedui deur figuur ABCD op die sketsplan U direk hieronder, oor die eiendom synde Gedeelte 1 van Erf 183, dorpsgebied Edendale, administratiewe distrik Natal, groot een komma twee een vier een (1,2141) hektaar (voorheen bekend as Onderverdeling A van Lot 183 van die plaas Edendale 775, geleë in die county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T4589/1939 gedateer 4 September 1939.

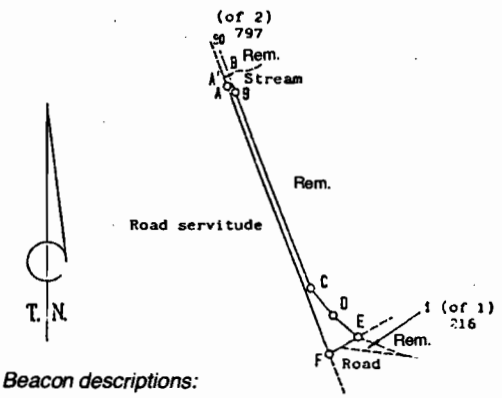
SKETCH PLAN S



Beacon descriptions:
A, D: 12 mm iron peg
B, C: No beacon

1.20 **Richard Fanyana Mngadi,** R2 775 (two thousand seven hundred and seventy-five rand) in respect of a road servitude, measuring approximately one nought nine four (1 094) square metres, as depicted by figure A' middle of stream B'CDEF on sketch plan T directly hereunder, over the property being Erf 219, Township of Edendale, Administrative District of Natal, measuring four comma seven three four seven (4,7347) hectares (formerly known as Lot 219 of the Farm Edendale 775, situate in the County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T20588/1976 dated 17 December 1976.

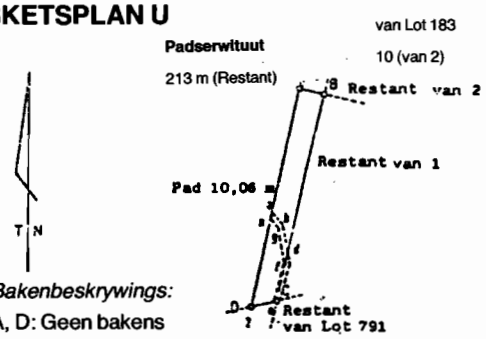
SKETCH PLAN T



Beacon descriptions:
A, F: No beacon
B, C, D, E: 12 mm iron peg

1.21 **Sibhepu Ngcobo,** R9 000 (nine thousand rand) in respect of a road servitude, measuring approximately three three nought two (3 302) square metres, as depicted by figure ABCD on sketch plan U directly hereunder, over the property being Portion 1 of Erf 183, Township of Edendale, Administrative District of Natal, measuring one comma two one four one (1,2141) hectares (formerly known as Subdivision A of Lot 183 of the Farm Edendale 775, situate in the County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T4589/1939 dated 4 September 1939.

SKETSPLAN U



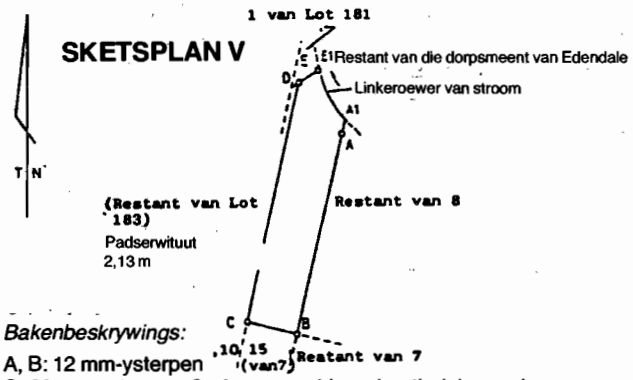
Bakenbeskrywings:

A, D: Geen bakens

B, C: 12 mm-ysterpen

1.22 **Solomon Dhladhla,** R3 500,00 (drieduisend vyfhonderd rand) ten opsigte van 'n padserwituut, groot ongeveer een drie sewe drie (1 373) vierkante meter, soos aangedui deur figuur DE, linkeroewer van stroom A1BC op die sketsplan V direk hieronder, oor die eiendom synde Gedeelte 8 van Erf 183, dorpsgebied Edendale, administratiewe distrik Natal, groot vier sewe nul twee (4 702) vierkante meter (voorheen bekend as Onderverdeling 8 van 183 van die plaas Edendale 775, geleë in die openbare gesondheidsgebied van Edendale en distrik, county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T7820/1955 gedateer 29 Augustus 1955.

SKETSPLAN V



Bakenbeskrywings:

A, B: 12 mm-ysterpen

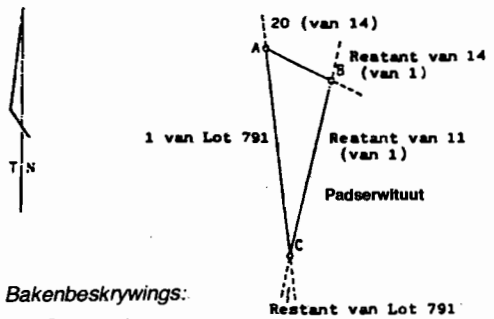
C: 20 mm-ysterpen, 0,10 meter suid van houtheiningpaal

D: 20 mm-ysterpen

E: 16 mm-ysterpyp

1.23 THE HOLINESS UNION CHURCH, R330,00 (driehonderd-en-dertig rand) ten opsigte van 'n padserwituut, groot ongeveer een nul nege (109) vierkante meter, soos aangedui deur figuur ABC op die sketsplan W direk hieronder, oor die eiendom synde Gedeelte 11 van Erf 798, dorpsgebied Edendale, administratiewe distrik Natal, groot drie vier vier nul (3 440) vierkante meter (voorheen bekend as Onderverdeling 11 (van 1) van Lot 798 Edendale, geleë in die county Pietermaritzburg, provinsie Natal) gehou kragtens Transportakte T29907/1981 gedateer 10 Desember 1981.

SKETSPLAN W

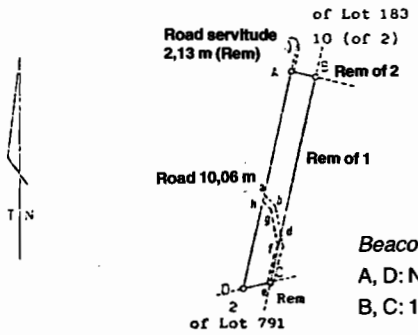


Bakenbeskrywings:

A: 16 mm-ysterpen

B, C: 12 mm-ysterpen

SKETCH PLAN U



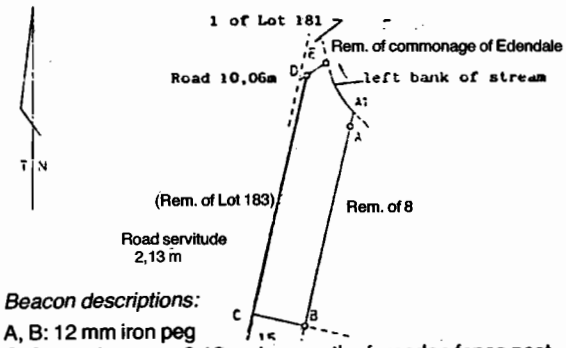
Beacon descriptions:

A, D: No beacon

B, C: 12 mm iron peg

1.22 **Solomon Dhladhla,** R3 500,00 (three thousand five hundred rand) in respect of a road servitude, measuring approximately one three seven three (1 373) square metres, as depicted by figure DE1 left bank of stream A1BC on sketch plan V directly hereunder, over the property being Portion 8 of Erf 183, Township of Edendale, Administrative District of Natal, measuring four seven nought two (4 702) square metres (formerly known as Subdivision 8 of 183 of the Farm Edendale 775, situate in the public health area of Edendale and District, County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T7820/1955 dated 29 August 1955.

SKETCH PLAN V



Beacon descriptions:

A, B: 12 mm iron peg

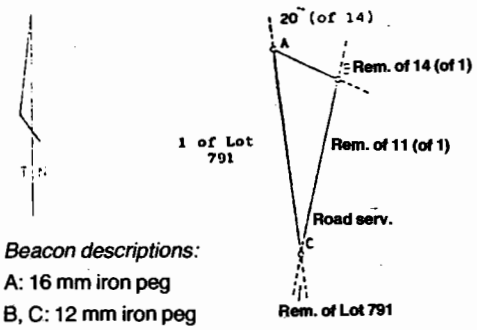
C: 20 mm iron peg, 0,10 metres south of wooden fence post

D: 20 mm iron peg

E: 16 mm iron pipe

1.23 THE HOLINESS UNION CHURCH, R330,00 (three hundred and thirty rand) in respect of a road servitude, measuring approximately one nought nine (109) square metres, as depicted by figure ABC on sketch plan W directly hereunder, over the property being Portion 11 of Erf 798, Township of Edendale, Administrative District of Natal), measuring three four four nought (3 440) square metres (formerly known as Subdivision 11 (of 1) of Lot 798 Edendale, situate in the County of Pietermaritzburg, Province of Natal), held by virtue of Deed of Transfer T29907/1981 dated 10 December 1981.

SKETCH PLAN W



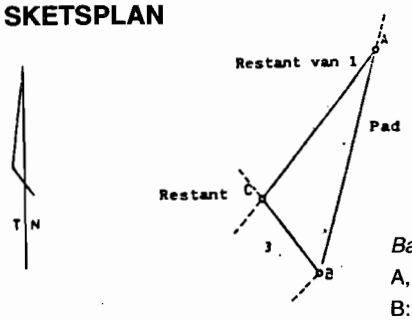
Beacon descriptions:

A: 16 mm iron peg

B, C: 12 mm iron peg

1.24 **Themba Desmond Mlebuka,** R820,00 (agthonderd-en-twintig rand) ten opsigte van 'n padserwituut, groot ongeveer drie twee nege (329) vierkante meter, soos aangedui deur figuur ABC op die sketsplan X direk hieronder, oor die eiendom synde Gedeelte 1 van Erf 176, dorpsgebied Edendale, administratiewe distrik Natal, groot een komma een nege agt nege (1,1989) hektaar (voorheen bekend as Onderverdeling 1 van Lot 176 Edendale, geleë in die administratiewe distrik Natal) gehou kragtens Transportakte T7820/1955
gedateer 29 Augustus 1955.

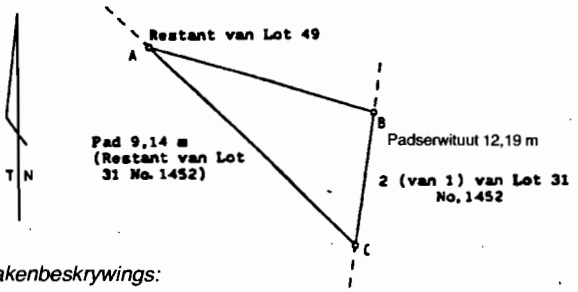
SKETSPLAN



Bakenbeskrywings:
A, C: 12 mm-ysterpen
B: Geen baken

1.25 **Thomas Thandayipi Mkize,** R1 800,00 (eenduisend agthonderd rand) ten opsigte van 'n padserwituut, groot ongeveer een ses sewe (167) vierkante meter, soos aangedui deur figuur ABC op die sketsplan Y direk hieronder, oor die eiendom synde die Restant van Erf 49, dorpsgebied Plessislaer, administratiewe distrik Natal, groot drie vyf agt twee (3 582) vierkante meter (voorheen bekend as die Restant van Lot 49 Plessislaer, geleë in die ontwikkelingsgebied van Plessislaer, administratiewe distrik Natal) gehou kragtens Transportakte T3322/1987 gedateer 20 Februarie 1987.

SKETSPLAN Y

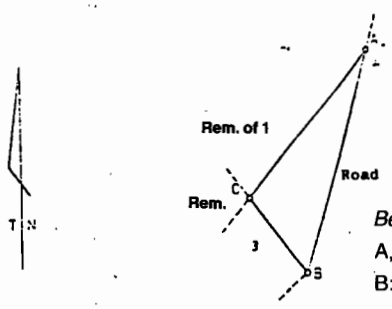


Bakenbeskrywings:
A, B: 12 mm ronde ysterpen in klipstapel
C: 16 mm ronde ysterpen by basis van spoormetaalpaal

1.26 **Zebulon Mncwabe,** R36,00 (ses-en-dertig rand) ten opsigte van 'n padserwituut, groot ongeveer een ses (16) vierkante meter, soos aangedui deur figuur ABCD op die sketsplan Z direk hieronder, oor die eiendom synde die Restant van Gedeelte 1 van Erf 798, dorpsgebied Edendale, administratiewe distrik Natal, groot drie komma drie nege vier ses (3,3946) hektaar (voorheen bekend as Onderverdeling 1 van Lot 798 Edendale, administratiewe distrik Natal) gehou kragtens Transportakte T4328/1935 gedateer 17 Desember 1935.

1.24 **Themba Desmond Mlebuka,** R820,00 (eight hundred and twenty rand) in respect of a road servitude, measuring approximately three two nine (329) square metres, as depicted by figure ABC on sketch plan X directly hereunder, over the property being Portion 1 of Erf 176, Township of Edendale, Administrative District of Natal, measuring one comma one nine eight nine (1,1989) hectares (formerly known as Subdivision 1 of Lot 176 Edendale, situate in the Administrative District of Natal), held by virtue of Deed of Transfer T7820/1955 dated 29 August 1955.

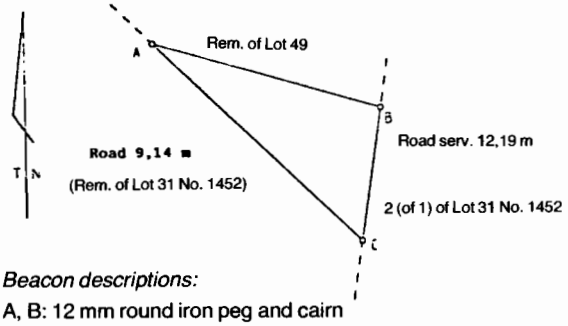
SKETCH PLAN



Beacon discriptions:
A, C: 12 mm iron peg
B: No beacon

1.25 **Thomas Thandayipi Mkize,** R1 800,00 (one thousand eight hundred rand) in respect of a road servitude, measuring approximately one six seven (167) square metres, as depicted by figure ABC on sketch plan Y directly hereunder, over the property being the Remainder of Erf 49, Township of Plessislaer, Administrative District of Natal, measuring three five eight two (3 582) square metres (formerly known as the Remainder of Lot 49 Plessislaer, situate in the development area of Plessislaer, Administrative District of Natal), held by virtue of Deed of Transfer T3322/1987 dated 20 February 1987.

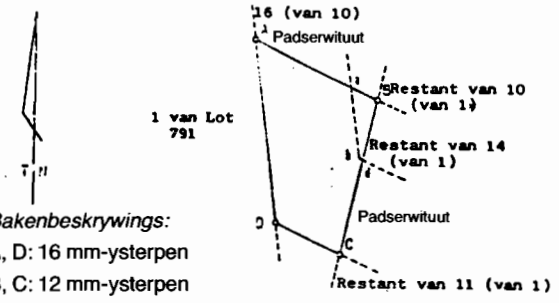
SKETCH PLAN Y



Beacon descriptions:
A, B: 12 mm round iron peg and cairn
C: 16 mm round iron peg at base of rail metal post

1.26 **Zebulon Mncwabe,** R36,00 (thirty-six rand) in respect of a road servitude, measuring approximately one six (16) square metres, as depicted by figure ABCD on sketch plan Z directly hereunder, over the property being the Remainder of Portion 1 of Erf 798, Township of Edendale, Administrative District of Natal, measuring three comma three nine four six (3,3946) hectares (formerly known as Subdivision 1 of Lot 798 Edendale, Administrative District of Natal), held by virtue of Deed of Transfer T4328/1935 dated 17 December 1935.

SKETSPLAN Z



2. Die onteiening van die serwitute is onderworpe aan die volgende voorwaardes:

(i) Die serwituutgebied moet vir padverbetering gebruik word.

(ii) Die Departement/Suid-Afrikaanse Ontwikkelingstrust moet alle heinings wat deur die padserwituut geraak word, verskuif of herstel.

(iii) Die Departement/Suid-Afrikaanse Ontwikkelingstrust is daarop geregtig om enige ander diens, soos pypleidings of kabels, binne die serwituutgebied te lê, met toegangs- en deurgangsreg te alle tye vir die doeleindes van inspeksie, onderhoud, herstel, uitbreiding of rekonstruksie vir sy amptenare, sy werknemers, kontrakteurs in sy diens of andere wat hy behoorlik daartoe gemagtig het.

(iv) Die Departement/Suid-Afrikaanse Ontwikkelingstrust is daarop geregtig om enige materiaal wat hy tydens die konstruksie, aanlê, instandhouding of verwydering van dienste uitgrawe, tydelik op die grond te plaas wat aan die serwituutgebied grens, en die Departement/Suid-Afrikaanse Ontwikkelingstrust is voorts geregtig op redelike toegang tot die betrokke eiendomme vir voornoemde doeleindes.

(v) Na voltooiing van die werk moet die Departement/Suid-Afrikaanse Ontwikkelingstrust op eie koste die materiaal verwyder en die terrein in paragraaf 2 (iv) hierbo genoem in die oorspronklike toestand herstel en alle heinings, struike en plante wat beskadig is, herstel of vervang.

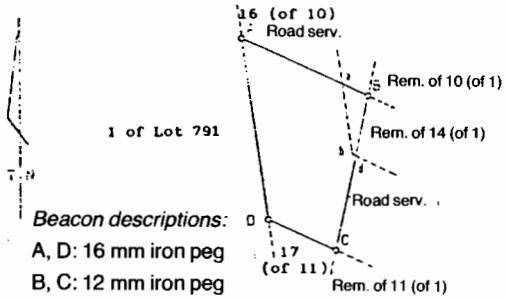
(vi) Die Departement/Suid-Afrikaanse Ontwikkelingstrust is nie aanspreeklik nie vir enige liggaamlike besering, lewensverlies of verlies van of skade aan enigiets binne die serwituutgebied wat veroorsaak word deur of ontstaan uit of verband hou met enigiets wat *bona fide* gedoen of verrig word in die uitoefening of verrigting van 'n bevoegdheid, werksaamheid of plig ingevolge die regte wat kragtens die serwituutakte en/of enige wetgewing aan die Departement/Suid-Afrikaanse Ontwikkelingstrust verleen is.

(vii) Die eienaar mag geen permanente bouwerk of struktuur of plaveisel in die serwituutgebied oprig of lê nie.

(viii) Die eienaar mag geen bome of struike plante, of rotstuine of grondhope aanbring in die serwituutgebied nie.

(ix) Die eiendomsreg op pypleidings binne die serwituutgebied berus by die Departement/Suid-Afrikaanse Ontwikkelingstrust.

SKETCH PLAN Z



2. The expropriation of the servitudes is subject to the following conditions:

(i) The servitude area shall be used for road improvement.

(ii) The Department/South African Development Trust shall move or repair any fences that are affected by the road servitude.

(iii) The Department/South African Development Trust shall be entitled to do any other construction work where necessary, such as the laying of pipes and cables, inside the servitude area and to have access to and through the area of purposes of inspection, maintenance, repair, extension or reconstruction for the Department/South African Development Trust, its officers, its employees, contractors in its service or other whom it duly authorises thereto.

(iv) The Department/South African Development Trust shall be entitled to place any material excavated during the construction, laying, maintenance or removal of services temporarily on the land adjacent to the servitude area and the Department/South African Development Trust shall furthermore have reasonable access to the property in question for the aforementioned purposes.

(v) After completion of any work the Department/South African Development Trust shall bear the costs of removing the material and shall restore the site mentioned in paragraph 2 (iv) above to its original state and shall repair or replace any fences, shrubs or plants that have been damaged.

(vi) The Department/South African Development Trust shall not be responsible for any physical injury, loss of life or loss of or damage to anything inside the servitude area that is caused by or arises from or is connected with anything that is done *bona fide* in the execution or performance of a qualified activity or duty in terms of the rights granted to the Department/South African Development Trust by virtue of the servitude deeds and/or any legislation.

(vii) The owner may not erect any permanent building or structure or lay any paving in the servitude area.

(viii) The owner may not plant any shrubs or trees or create rockeries or mounds of soil in the servitude area.

(ix) The property rights to pipelines within the servitude area shall vest in the Department/South African Development Trust.

(x) Die serwituutgebied moet deur middel van bakens aangedui word, en sodanige bakens mag nie versteur word nie.

(xi) Die Departement/Suid-Afrikaanse Ontwikkelingstrust is nie aanspreeklik vir enige skade aan dienste nie, tensy sodanige skade deur amptenare in sy diens in die uitvoering van hul amptelike pligte veroorsaak is.

(xii) Die Departement/Suid-Afrikaanse Ontwikkelingstrust of kontrakteurs in sy diens moet alle uitgrawings behoorlik opvul om insinking en/of erosie te voorkom.

3. Gemelde onteienings word van krag dertig (30) dae na die datum van publikasie van hierdie kennisgewing in die *Staatskoerant*, op welke datum die eiendomsreg op genoemde serwituutgebiede op die Suid-Afrikaanse Ontwikkelingstrust oorgaan en die serwituutgebiede in besit geneem word.

4. Ingevolge genoemde Onteieningswet word u aandag hierby daarop gevestig dat die vergoedingsaanbod kragtens die bepalings van artikel 10 (5) van genoemde Wet as deur u aanvaar beskou sal word indien u nie binne agt (8) maande (of sodanige langer tydperk as wat die Minister bepaal) vanaf die datum van die vergoedingsaanbod 'n aansoek om die vasstelling van die vergoedingsbedrag by 'n vergoedingshof of 'n afdeling van die Hooggeregshof wat jurisdiksie het, indien nie, tensy daar voor die verstryking van bedoelde tydperk ooreengekom is om die geskil aangaande die vergoedingsbedrag aan arbitrasie te onderwerp of om sodanige bedrag deur 'n vergoedingshof te laat vasstel.

5. U word hierby versoek om binne sestig (60) dae vanaf die datum van publikasie van hierdie kennisgewing in die *Staatskoerant* aan my by die adres onderaan hierdie kennisgewing gemeld, 'n skriftelike verklaring te lewer of te laat lewer waarin—

(i) u aandui of u die tersaaklike vergoedingsbedrag hierin gemeld, aanneem en, indien u die bedrag nie aanneem nie, wat die totale bedrag is wat u as vergoeding eis vir die serwituut wat hierby onteien word;

(ii) u die adres verstrek waarheen verdere stukke in verband met die onteiening aan u gepos moet word.

6. Verder word u hierby versoek om binne sestig (60) dae vanaf gemelde datum van publikasie die titelbewys van die betrokke eiendom waarvan die serwituut hierby onteien word of, indien dit nie in u besit of onder u beheer is nie, die naam en adres van die persoon in wie se besit of onder wie se beheer dit is, skriftelik aan my te lewer of te laat lewer.

J. C. ESTERHUIZEN,

p.p. Minister van Openbare Werke (Kragtens Spesiale Algemene Volmag PA 55/1989 gedateer 10 Februarie 1989.)

Adres:

Die Direkteur-generaal van Openbare Werke
Privaatsak X65,
Pretoria,
0001.

Plek: Pretoria.

Datum van ondertekening: 24 Oktober 1991.

As getuies:

1. J. C. E. Bure.
2. L. E. Velthuysen.

(15 November 1991)

(x) The servitude area must be marked by beacons and such beacons may not be disturbed in any way.

(xi) The Department/South African Development Trust shall not be responsible for any damage to services except when such damage is caused by officers in its service in the execution of their official duties.

(xii) The Department/South African Development Trust or contractors in its service shall fill up excavations properly to prevent subsidence and/or erosion.

3. The said expropriations shall become effective and the servitude areas shall be taken into possession thirty (30) days after the date of publication of this notice in the *Gazette*, on which date the ownership of the said servitude areas shall vest in the South African Development Trust.

4. In terms of the said Expropriation Act your attention is hereby drawn to the fact that the offer of compensation shall, in terms of section 10 (5) of the said Act, be deemed to have been accepted by you if you do not, within eight (8) months (or such longer period as the Minister may allow) from the date of the offer of compensation, apply to a compensation court or a division of the Supreme Court having jurisdiction for the determination of the amount of compensation, unless, prior to the expiry of the said period, it has been agreed to submit to arbitration the dispute regarding the amount of compensation or to have such amount determined by a compensation court.

5. You are hereby requested to deliver or cause to be delivered to me at the address stated at the end of this notice, within sixty (60) days from the date of publication of this notice in the *Gazette*, a written statement in which—

(i) you indicate whether you accept the amount of compensation in question stated herein and, should you not accept it, what total amount you claim as compensation for the servitude hereby expropriated;

(ii) you furnish the address to which further documents in connection with the expropriation are to be posted to you.

6. You are further requested to deliver or cause to be delivered to me, within sixty (60) days from the said date of publication, the title deed of the property concerned in respect of which the servitude is hereby expropriated or, if this is not in your possession or under your control, written particulars of the name and address of the person in whose possession or under whose control it is.

J. C. ESTERHUIZEN,

p.p. Minister of Public Works (By virtue of Special General Power of Attorney PA 55/1989 dated 10 February 1989)

Address:

The Director-General of Public Works
Private Bag X65,
Pretoria,
0001.

Place: Pretoria.

Date of signature: 24 October 1991.

As witnesses:

1. J. C. E. Bure.
2. L. E. Velthuysen.

(15 November 1991)

KENNISGEWING 1079 VAN 1991

DEPARTEMENT VAN PLAASLIKE REGERING EN NASIONALE BEHUISING

RAAD VIR DIE KOÖRDINERING VAN PLAASLIKE OWERHEIDSAANGELEENTHEDE: AANWYSING VAN PERSOON INGEVOLGE ARTIKEL 14 VAN DIE WET OP DIE BEVORDERING VAN PLAASLIKE OWERHEIDSAANGELEENTHEDE, 1983 (WET 91 VAN 1983)

Kragtens artikel 14 van die Wet op die Bevordering van Plaaslike Owerheidsaangeleenthede, 1983 (Wet 91 van 1983), gelees met artikel 3 (3) (h) en (7) daarvan, wys ek hierby stamhoof C. J. Hlaneki, Minister van Binnelandse Sake van Gazankulu as lid en mnr. R. W. S. Phakula, die Direkteur-generaal: Departement van Binnelandse Sake, Gazankulu, as sy sekundus aan in die Raad vir die Koördinering van Plaaslike Owerheidsaangeleenthede vir die tydperk eindigende 31 Desember 1991.

L. WESSELS,
Minister van Plaaslike Regering en Nasionale Behuising.
(15 November 1991)

KENNISGEWING 1080 VAN 1991

DEPARTEMENT VAN PLAASLIKE REGERING EN NASIONALE BEHUISING

RAAD VIR DIE KOÖRDINERING VAN PLAASLIKE OWERHEIDSAANGELEENTHEDE: AANWYSING VAN PERSOON INGEVOLGE ARTIKEL 3 (3) (a) VAN DIE WET OP DIE BEVORDERING VAN PLAASLIKE OWERHEIDSAANGELEENTHEDE, 1983 (WET 91 VAN 1983)

Kragtens artikel 3 (3) (a) van die Wet op die Bevordering van Plaaslike Owerheidsaangeleenthede, 1983 (Wet 91 van 1983), wys ek hierby raadslid G. J. Parsons, President van die Transvaalse Munisipale Vereniging aan as lid in die Raad vir die Koördinering van Plaalike Owerheidsaangeleenthede vir die tydperk eindigende 31 Desember 1991.

L. WESSELS,
Minister van Plaaslike Regering en Nasionale Behuising.
(15 November 1991)

KENNISGEWING 1081 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN REGISTRASIE VAN 'N WERKGEWERSORGANISASIE

Ek, David William James, Nywerheidsregistrateur, maak hierby kragtens artikel 14 (2) van die Wet op Arbeidsverhoudinge 1956, bekend dat ek die registrasie van die Free Independent Workers' Association, met ingang van 4 November 1991 ingetrek het.

D. W. JAMES,
Nywerheidsregistrateur.
(15 November 1991)

NOTICE 1079 OF 1991

DEPARTMENT OF LOCAL GOVERNMENT AND NATIONAL HOUSING

COUNCIL FOR THE CO-ORDINATION OF LOCAL GOVERNMENT AFFAIRS: DESIGNATION OF PERSON IN TERMS OF SECTION 14 OF THE PROMOTION OF LOCAL GOVERNMENT AFFAIRS ACT, 1983 (ACT 91 OF 1983)

Under section 14 of the Promotion of Local Government Affairs Act, 1983 (Act 91 of 1983), read with section 3 (3) (h) and (7) thereof, I hereby designate chief C. J. Hlaneki, Minister of Interior of Gazankulu as a member and Mr R. W. S. Phakula, Director-General: Department of Interior, Gazankulu, as his secundus in the Council for the Co-ordination of Local Government Affairs for the period ending 31 December 1991.

L. WESSELS,
Minister of Local Government and National Housing.
(15 November 1991)

NOTICE 1080 OF 1991

DEPARTMENT OF LOCAL GOVERNMENT AND NATIONAL HOUSING

COUNCIL FOR THE CO-ORDINATION OF LOCAL GOVERNMENT AFFAIRS: DESIGNATION OF PERSON IN TERMS OF SECTION 3 (3) (a) OF THE PROMOTION OF LOCAL GOVERNMENT AFFAIRS ACT, 1983 (ACT 91 OF 1983)

Under section 3 (3) (a) of the Promotion of Local Government Affairs Act, 1983 (Act 91 of 1983), I hereby designate Councillor G. J. Parsons, President of the Transvaal Municipal Association as a member in the Council for the Co-ordination of Local Government Affairs for the period ending 31 December 1991.

L. WESSELS,
Minister of Local Government and National Housing.
(15 November 1991)

NOTICE 1081 OF 1991

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

CANCELLATION OF REGISTRATION OF AN EMPLOYERS' ORGANISATION

I, David William James, Industrial Registrar, hereby notify, in terms of section 14 (2) of the Labour Relations Act, 1956, that I have cancelled the registration of the Free Independent Workers' Association, with effect from 4 November 1991.

D. W. JAMES,
Industrial Registrar.
(15 November 1991)

KENNISGEWING 1085 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN REGISTRASIE VAN 'N VAKVERENIGING

Ek, David William James, Nywerheidsregistrateur, maak hierby kragtens artikel 14 (2) an die Wet op Arbeidsverhoudinge, 1956, bekend dat ek die registrasie van die East Cape Local Authorities Employees Association met ingang van 5 November 1991 ingetrek het.

D. W. JAMES,

Nywerheidsregistrateur.

(15 November 1991)

NOTICE 1085 OF 1991

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

CANCELLATION OF REGISTRATION OF A TRADE UNION

I, David William James, Industrial Registrar, hereby notify, in terms of section 14 (2) of the Labour Relations Act, 1956, that I have cancelled the registration of the East Cape Local Authorities Employees Association with effect from 5 November 1991.

D. W. JAMES,

Industrial Registrar.

(15 November 1991)

KENNISGEWING 1086 VAN 1991

DEPARTEMENT VAN HANDEL EN NYWERHEID

WET OP SKADELIKE SAKEPRAKTYKE, 1988

Ek, David de Villiers Graaff, Adjunkminister van Handel en Nywerheid en Toerisme, handelende namens die Minister van Handel en Nywerheid en Toerisme, publiseer hiermee, kragtens artikel 10 (3) van die Wet op Skadelike Sakepraktyke, 1988 (Wet No. 71 van 1988), die verslag van die Sakepraktykekomitee oor die uitslag van die ondersoek deur die Komitee gedoen kragtens Algemene Kennisgewing 256 van 1991 soos gepubliseer in *Staatskoerant* No. 13061, gedateer 15 Maart 1991, soos in die Bylae uiteengesit.

D. DE V. GRAAFF,

Adjunkminister van Handel en Nywerheid en Toerisme.

BYLAE

VERSLAG No. 14

NOVIO FINANCIAL ADVISORS BK

INHOUD

1. *Inleiding*

Gedurende 1990 het die Suid-Afrikaanse Koördinerende Verbruikersraad en die Nuusblad-Persunie klagtes ontvang oor 'n besigheid wat onder die naam Reficul Industries sake gedoen het. Die Suid-Afrikaanse Koördinerende Verbruikersraad en die Nuusblad-Persunie het die aangeleentheid na die Sakepraktykekomitee ("die komitee") verwys. Die Regshulpburo van Johannesburg het ook klagtes onder die aandag van die komitee gebring. Berigte daaroor het van tyd tot tyd in die pers verskyn, wat die aandag gevestig het op sakepraktyke wat deur hierdie besigheid en die eienaar daarvan, ene mnr. Lucifer Spokie van Zyl, beoefen is. Dit het later geblyk dat mnr. Van Zyl ook onder die naam Novio Financial Advisors BK. sake gedoen.

NOTICE 1086 OF 1991

DEPARTMENT OF TRADE AND INDUSTRY

HARMFUL BUSINESS PRACTICES ACT, 1988

I, David de Villiers Graaff, Deputy Minister of Trade and Industry and Tourism, acting on behalf of the Minister of Trade and Industry and Tourism, do hereby, in terms of section 10 (3) of the Harmful Business Practices Act, 1988 (Act No. 71 of 1988), publish the report of the Business Practices Committee on the result of an investigation made by the Committee pursuant to General Notice 256 as published in *Government Gazette* No. 13061 dated 15 March 1991, as set out in the Schedule.

D. DE V. GRAAFF,

Deputy Minister of Trade and Industry and Tourism

SCHEDULE

REPORT No. 14

NOVIO FINANCIAL ADVISORS CC

CONTENTS

1. *Introduction*

During 1990 the South African Co-ordinating Consumer Council and the Newspaper Press Union received complaints about a business being conducted under the name of Reficul Industries. The South African Co-ordinating Consumer Council and the Newspaper Press Union referred the matter to the Business Practices Committee. Complaints were also brought to the notice of the Business Practices Committee ("the committee") by the Legal Aid Bureau of Johannesburg. From time to time reports appeared in the press, drawing attention to business practices carried on by this business and its owner, a certain Mr Lucifer Spokie van Zyl. It appeared subsequently that Mr Van Zyl was also doing business under the name of Novio Financial Advisors CC.

Mnr. Van Zyl se firma het oënskynlik sake gedoen deur finansiële hulp aan verbruikers te verleen en deur as 'n tussenganger tussen verbruikers (skuldenaars) en hulle skuldeisers op te tree.

Die komitee het kragtens artikel 8 (1) (a) van die Wet op Skadelike Sakepraktyke, 1988 ("die Wet"), 'n ondersoek ingestel. Kennis van die ondersoek is kragtens artikel 8 (4) van die Wet gegee in Algemene Kennisgewing 256 van 1991, gepubliseer in *Staatskoerant* No. 13061 van 15 Maart 1991. Die kennisgewing het belanghebbende persone versoek om skriftelike voorleggings aan die komitee voor te lê binne 14 dae na die datum daarvan.

Die komitee het ongeveer 50 briewe van kliënte van mnr. Van Zyl ontvang. Verskeie briewe is ontvang van prokureurs wat deur kliënte gelas is om gelde van Novio te eis.

Die komitee het samesprekings gevoer met die partye wat hieronder beskryf word, hulle kliënte, hulle skuldeisers en werknemers van Novio. Novio se dokumente en rekords is ondersoek.

Die komitee lê sy verslag kragtens artikel 10 (1) van die Wet voor.

2. *Die partye*

Die partye is mnre. Lucifer Spokie van Zyl, Donovan Pretorius, Henry Strydom, Tienie du Toit, Dewald Ahlers, Gert Fingerling, André Smith, Jan Human, Chris Saaiman, Hardus Brandt, Philip Venter, Ferdie Beeslaer, Novio Financial Advisors BK (BK No. 90/24792/23), Reficul Industries en werknemers of agente van bogenoemde.

Die partye is nie almal in dieselfde mate of op dieselfde wyse by die besigheid betrokke nie en het verskillende administratiewe en organisatoriese hoedanighede. Die partye het nietemin as 'n span onder leiding van mnr. L. S. van Zyl opgetree. Vir die doel van hierdie verslag sal daar na mnr. Van Zyl en die ander partye as "Novio" verwys word. Enige verwysing na "Novio" sluit ook "Reficul Industries" in.

3. *Agtergrond*

Soos in deel 1 genoem is, is ongeveer 50 briewe van kliënte van Novio ontvang in reaksie op die komitee se aangekondigde ondersoek. Hierdie briewe het vanoor die hele Suid-Afrika gekom, byvoorbeeld van Port Shepstone, Soweto, Benoni, Boksburg, Wattville, Alberton, Daveyton, Vryheid, Duduza, Kempton Park, Ermelo, Vosloorus, Hennopsmeer, Ellisras, Matsulu, Meadowlands, Germiston, Secunda, Ladysmith en Dube.

Die storie wat uit die beskikbare getuienis ontvou, dui daarop dat die meeste van Novio se kliënte verbruikers in 'n ernstige finansiële verknorsing was wat nie in staat was om hulle skuldeisers se eise en agterstallige eise te betaal nie. Ander het om verskeie redes krediet nodig gehad, soos vir die aankoop van 'n voertuig vir gebruik as 'n taxi.

Die tipiese Novio-kliënt was dikwels 'n verbruiker wie se inkomste onvoldoende was om aan sy skuldeisers se eise te voldoen, wat nie 'n aantreklike kredietrisiko was nie en dus nie geredelik by konvensionele kredietinstellings soos banke en kredietkaartmaatskappye vir krediet gekwalifiseer het nie.

Mr Van Zyl's firm ostensibly conducted business by granting financial assistance to consumers and by acting as an intermediary between consumers (debtors) and their creditors.

The committee instituted an investigation in terms of section 8 (1) (a) of the Harmful Business Practices Act, 1988 ("the Act") Notice of the investigation was given in terms of section 8 (4) of the Act by General Notice 256 of 1991 published in *Government Gazette* No. 13061 of 15 March 1991. The Notice invited interested persons to direct written submissions to the committee within 14 days of the date thereof.

The committee received approximately 50 letters from clients of Mr Van Zyl. Several letters were received from attorneys who had been instructed by clients to demand moneys from Novio.

The committee held discussions with the parties described below, their clients, their creditors and the employees of Novio. Documents and records of Novio were perused.

The committee submits its report in terms of section 10 (1) of the Act.

2. *The parties*

The parties are Messrs. Lucifer Spokie van Zyl, Donovan Pretorius, Henry Strydom, Tienie du Toit, Dewald Ahlers, Gert Fingerling, André Smith, Jan Human, Chris Saaiman, Hardus Brandt, Philip Venter, Ferdie Beeslaer, Novio Financial Advisors CC (CC No. 90/24792/23), Reficul Industries and employees or agents of the above.

The parties are not all to the same degree or in the same way involved in the business and have diverse administrative and organisational capacities. The parties nevertheless acted as a team under the leadership of Mr. L. S. van Zyl. For the purpose of this report Mr Van Zyl and the other parties will be referred to as "Novio". Any reference to "Novio" also includes "Reficul Industries".

3. *Background*

As mentioned in part 1, approximately fifty letters were received from clients of Novio in reaction to the committee's announced investigation. These letters came from all over South Africa, for example, from Port Shepstone, Soweto, Benoni, Boksburg, Wattville, Alberton, Daveyton, Vryheid, Duduza, Kempton Park, Ermelo, Vosloorus, Hennopsmeer, Ellisras, Matsulu, Meadowlands, Germiston, Secunda, Ladysmith and Dube.

The story which unfolded from the available evidence indicated that most of Novio's clients were consumers in severe financial plight, being unable to satisfy the claims and arrears claims of creditors. Others had need of credit for a variety of reasons, such as for the purchase of a vehicle for use as a taxi.

The typical Novio client was frequently a consumer whose income was inadequate to satisfy his creditors' claims, who was not an attractive credit risk and thus did not readily qualify for credit with conventional credit institutions such as banks and credit card companies.

Die huidige ekonomiese omstandighede en toenemende werkloosheid dra by tot uiterste finansiële druk vir duisende verbruikers. Groeiende getalle verbruikers bevind hulle in 'n posisie waar hulle deur knellende finansiële verpligtinge gedwing word om alle moontlikhede vir finansiële verligting op die proef te stel.

4. *Voorstellings deur Novio*

Novio het in die dagpers en weeklikse tydskrifte geadverteer deur hulp aan te bied aan persone wat skuldprobleme ondervind, wat 'n behoefte aan finansiering het, wat 'n lening of konsolidasie van skuld wou hê of wat oorbruggingskapitaal of kontant nodig gehad het. Die advertensies het stiptelike en bekwame diens, gemoedrus en verlossing van skuldprobleme aangebied en het die aandag gevestig op die beskikbaarheid van lenings of die moontlikheid van die konsolidasie en distribusie van skuld.

Novio het die kliënt basies met een van twee indrukke gelaat. Kliënte wat 'n voorskot wou hê, is meegedeel dat hulle vir 'n lening kwalifiseer wat beskikbaar sal wees sodra daar aan sekere formaliteite voldoen is en 'n vereiste betaling aan Novio gedoen is. Baie kliënte wat gedink het dat hulle om 'n lening aansoek doen, was later verras toe hulle ontdek dat hulle ooreenkomste aangegaan het vir die distribusie van hulle skulde en dat Novio namens hulle finansiering moes verkry van 'n ander instelling soos 'n bank of 'n makelaar.

Kliënte wat probleme met spesifieke skuldeisers se eise ondervind het, is meegedeel dat Novio hulle sal help deur middel van skulddistribusie, in welke geval Novio die kliënt se skulde aan sy skuldeisers sou vereffen en as alleenskuldeiser in die bestaande skuldeisers se plek sou tree. Dié kliënte is onder die indruk gebring dat Novio as alleenskuldeiser in die plek van hulle bestaande skuldeisers sou kom. Die kliënt sou dan die hele skuld aan Novio terugbetaal. Sover daar vasgestel kon word, is kliënte nie meegedeel dat Novio slegs as skulddistribueerder sou optree nie wat bloot die kliënte se gelde sou invorder en sodanige gelde namens die skuldenaar onder skuldeisers sou toedeel en as geleibuis vir betalings aan skuldeisers sou optree.

Dit blyk duidelik dat baie kliënte nie die aard van die ooreenkoms met Novio verstaan het nie en onder die indruk was óf dat hulle 'n lening sal ontvang óf dat Novio die betaling van hulle skuld sal oorneem, waarna hulle uitstaande bedrae direk aan Novio sou terugbetaal.

Kliënte is byna onmiddellik na aansoek verseker dat hulle vir 'n lening "kwalifiseer" of dat 'n lening reeds "goedgekeur" is. Daar is aan kliënte vertel dat hulle die verlangde finansiële bystand sal ontvang sodra hulle die aanvanklike betaling aan Novio gedoen het. Die aanvanklike betaling was gewoonlik min of meer tien persent van die skuldenaar se totale skuldverpligting.

The current economic circumstances and growing unemployment contribute to extreme financial pressure for thousands of consumers. Growing numbers of consumers find themselves in a position where they are forced by pressing financial obligations to pursue all possible avenues of financial relief.

4. *Representations by Novio*

Novio advertised in the daily press and weekly magazines offering assistance to persons experiencing debt problems, who had need of financing, desired a loan or debt consolidation or who needed bridging capital or cash. The advertisements offered prompt and competent service, peace of mind and deliverance from debt problems, and drew attention to the availability of loans or the possibility of the consolidation and distribution of debts.

Novio basically left one of two impressions with clients. Clients who required an advance of money were informed that they qualified for a loan which would be forthcoming as soon as certain formalities had been met and a requisite payment made to Novio. Many clients who thought they were making application for loans were surprised on later discovering that they had entered into agreements for the distribution of their debts and that Novio needed to obtain financing on their behalf from another institution such as from a bank or a broker.

Clients who had difficulty with specific creditors' claims were told that Novio would assist them by means of a debt distribution, in which event Novio would discharge the client's debts to his creditors and as sole creditor step into the shoes of the existing creditors. These clients were led to believe that Novio would be substituted as sole creditor in the place of their existing creditors. The client would then repay the whole debt to Novio. As far as could be ascertained clients were not informed that Novio would act only as a debt distributor, merely collecting moneys from the client and apportioning such moneys among creditors on the debtor's behalf, acting as a conduit for payments to creditors.

It is clear that many clients did not understand the nature of the agreement with Novio and were under the impression either that they would receive a loan or that Novio would take over the payment of their debts, whereupon they would repay outstanding amounts directly to Novio.

Clients, almost immediately upon application were assured that they "qualified" for a loan or that a loan had already been "approved". Clients were told that they would receive the desired financial assistance, when they had paid the initial payment to Novio. This initial payment was usually more or less of the order of ten per cent of the debtor's total debt obligation.

Novio het in elke geval aangevoer dat die verlangde lening binne enkele dae beskikbaar sal wees of dat die eerste betaling aan skuldeisers onmiddellik 'n aanvang sal neem. In sommige gevalle is kliënte telefonies ingelig dat die geld beskikbaar is en net afgehaal kan word. Kliënte wat gekom het om die geld af te haal, is egter van bakboord na stuurboord gestuur en is uiteindelik meegedeel dat die geld in werklikheid deur 'n bank of makelaar verkry moet word.

5. *Novio se kontrak en ander dokumentasie*

Ingevolge die standaard kontrak wat deur Novio verskaf is en wat die kliënte moes invul, het die kliënt gewaarborg dat 'n genoemde bedrag sy totale skuldverpligting uitmaak. Hierdie waarborg het die kliënte aan moontlike kontrakbreuk blootgestel aangesien dit moeilik is om so 'n bedrag akkuraat te bereken. (Kyk brief van Novio se prokureurs re REFICUL INDUSTRIES/A. VILJOEN, gedateer 9 Augustus 1989.)

Ingevolge die kontrak het die kliënt onderneem om maandeliks 'n bepaalde bedrag aan Novio te betaal vir voorlopige distribusie onder die kliënt se skuldeisers, behoudens die bepalings van die kontrak. Versuim om aan hierdie onderneming te voldoen het kontrakbreuk van die kliënt se kant uitgemaak. Hierdie kontrakbreuk het 'n grond gevorm waarop Novio die kontrak kon kanselleer en daarop aanspraak kon maak dat hy geregtig is om die geld wat hy ontvang het, te behou.

Voltooide kontrakte is aan kliënte gestuur, vergesel van 'n brief wat verklaar dat Novio voorlopig kragtens paragrawe 5 en 6 van die kontrak (die skulddistribusieooreenkoms) sou optree totdat paragraaf 9 (verkryging van 'n lening van 'n derde party) in werking tree.

Volgens paragraaf 9 van die kontrak het Novio onderneem om die kliënt aan 'n persoon of instelling ('n makelaar) voor te stel by wie die kliënt aansoek kan doen om 'n lening vir 'n bedrag wat hom (die kliënt) in staat sou stel om in enige stadium sy totale skuldverpligting te vereffen. Kliënte het nagelaat om die kontrak te lees en dit lyk asof die meeste van die klaers onbewus was van hierdie klousule voordat hulle die ooreenkoms met Novio aangegaan het. Hulle het daarvan bewus geword toe hulle die begeleidende brief hierbo bedoel, ontvang het.

Ingevolge die kontrak het die kliënt ook spesifiek erken dat sy aansoek om 'n lening vir die betaling van sy skuldeisers nie deel vorm van die ooreenkoms tussen hom en Novio nie en dat afsonderlike ooreenkomste tussen hom en die makelaar aangegaan sal word. Die komitee kon nie een geval vind waar 'n lening in werklikheid aangegaan is nie, en nie een kliënt het ooit werklik enige geld van Novio ontvang nie.

As so 'n lening sou realiseer of die kliënt op 'n ander manier daarin sou slaag om sy skuldeisers se eise ten volle te vereffen, sou 'n bedrag gelyk aan twee persent van die totale skuldverpligting aan Novio betaalbaar word.

Die kontrak sou verstryk sodra al die kliënt se skuld vereffen is of met een maand se wedersydse kennis.

Novio maintained in every case that the desired loan would be available within a matter of days or that the first payments to creditors would commence immediately. In some cases clients were informed by telephone that the money was available and had only to be collected. Clients who arrived to collect money were, however, sent from pillar to post and were eventually told that money actually had to be obtained through a bank or broker.

5. *Novio's contracts and other documentation*

In terms of the standard form contract provided by Novio which had to be filled in by the clients, the client guaranteed that a stated amount represented his total debt obligation. This guarantee exposed the client to a possible breach of contract because it was difficult to calculate such an amount accurately. (See letter from Novio's attorneys re REFICUL INDUSTRIES/A. VILJOEN, dated 9 August 1989.)

In terms of the contract the client undertook to pay a stipulated amount monthly to Novio for provisional distribution among the client's creditors, subject to the provisions of the contract. Failure to comply with this undertaking amounted to breach of contract on the part of the client. This breach constituted a ground on which Novio could cancel the contract, and claim entitlement to retain the moneys received.

Completed contracts were sent to clients accompanied by a letter which stated that Novio would provisionally act in terms of paragraphs 5 and 6 of the contract (the debt distribution arrangement), until paragraph 9 took effect (obtaining of a loan from a third party).

According to paragraph 9 of the contract Novio undertook to introduce the client to a person or institution (a broker) to whom the client could apply for a loan for such amount as would enable him (the client) to discharge, at any stage, his total debt obligation. Clients failed to read the contract and most complainants appear to have been unaware of this clause prior to their entering into the agreement with Novio. They become aware of it when they received the covering letter referred to above.

In terms of the contract the client also specifically acknowledged that his application for a loan for the payment of his creditors did not form part of the agreement between himself and Novio, and that separate arrangements would be made between himself and the broker. The committee could not find one case in which of a loan had actually been effected; nor did one client ever actually receive any money from Novio.

If such a loan were to have materialised or the client were otherwise to have succeeded, in settling the claims of his creditors in full, an amount equal to two per cent of the total debt obligation would become payable to Novio.

The contract would expire when all the client's debts were settled or on one month's mutual notice.

Paragrawe 5 en 6 van die kontrak het gestipuleer dat Novio "Waarborgaktes" aan skuldeisers sou stuur en reëlings met skuldeisers sou tref vir die betaling van gelde aan hulle. Paragraaf 5 het bepaal: "The administrator undertakes that within ten (10) days from the date of closure 2 above-mentioned, that he will make arrangements with debtors/creditors by sending out deeds of guarantees, and speedily thereafter arrange with creditors according to the amount paid in at administrators on a temporary monthly basis on which might be agreed upon for creditors to be paid out".

Die waarborgakte het skuldeisers ingelig dat Novio deur die skuldenaar aangestel is om rekenings by skuldeisers te vereffen en dat betalings maandeliks gedoen sal word. Skuldeisers is versoek om die bedrae van uitstaande skulde te bevestig.

Baie skuldeisers het korrespondensie van Novio summier verwerp en het geweier om hierdie organisasie se reg om namens skuldenaars op te tree, te erken. Novio het versuim om sy swak posisie in die handelsgemeenskap aan voornemende kliënte oor te dra, terwyl dit, na die komitee se mening, duidelik sy plig was om dit te doen.

Ingevolge paragraaf 6 het Novio verder onderneem om namens die skuldenaar op te tree en om die kliënt in kennis te stel as enige van die skuldeisers deelname aan die distribusieooreenkoms weier.

Soos reeds aangedui, het versuim van die kliënt om enige ooreengekome betaling aan Novio te maak, Novio gemagtig om die ooreenkoms te beëindig. As Novio dit nodig sou ag om enige regstappe teen die kliënt te doen, was hy daarop geregtig om sy koste op die hoër skaal van prokureur-en-kliënt-gelde te verhaal. Die kliënt het spesifiek erken dat die gelde wat ingevolge die kontrak gehef word, redelik is. Die komitee wil sy besorgdheid boekstaaf dat verbruikers in gevalle soos dié blootgestel moet word aan kontrakklousules wat hulle aanspreeklik maak vir die betaling van regskoste op prokureur-en-kliënt-basis.

Die standaard kontrak bevat 'n lys van die gelde wat deur die kliënt aan Novio betaalbaar is en bepaal dat betalings wat van kliënte ontvang word, in die eerste plek vir die betaling van Novio se gelde gebruik word. Novio het aanspraak gemaak op 45 persent van die eerste maandelikse of eerste vier weeklikse betalings wat deur die kliënt gedoen word en op 20 persent van alle verdere betalings. 'n Bedrag van R120 is gehef vir die ontvang van instruksies en die opstel van die kontrak. 'n Verdere R75 is gehef vir die verwysing na die geldvoorskieter. Items soos briewe aan kliënte (R7,50) en aan skuldeisers (R6,50), fotostate (R1,20 elk), posgeld (R0,80 per brief), waarborgaktes (R8,00), bekendstellingsbriewe (R6,50) en tjeks wat uitgestuur is (R4,50), was ook op die lys.

Die volgende berekening illustreer die posisie van 'n kliënt wat Novio nader met 'n totale skuld van R10 000. Administrasiekoste kan tipies R650 beloop. As die kliënt 10 paaiemente van R1 000 elk betaal, beloop totale uitbetalings aan Novio R2 900 en bedra kommissie dus R2 250. As dieselfde kliënt 'n aanvanklike betaling van R5 000 doen, gevolg deur vyf maandelikse betalings van R1 000 elk, kan sy totale rekening vir uitbetalings R3 900 bedra. Die bedrag van Novio se vergoeding word dus grootliks deur die bedrag van die

Paragraphs 5 and 6 of the contract stipulated that Novio would send "Deeds of Guarantee" to creditors and would make arrangements with creditors for the payment of moneys to them. Paragraph 5 provided: "The administrator undertakes that within ten (10) days from date of closure 2 above mentioned, that he will make arrangements with debtors/creditors by sending out deeds of guarantees, and speedily thereafter arrange with creditors according to amount paid in at administrators on a temporary monthly basis on which might be agreed upon for creditors to be paid out".

The deed of guarantee informed creditors that Novio had been appointed by the debtor to discharge accounts with creditors and that payments would be made monthly. Creditors were requested to confirm the amounts of outstanding debts.

Many creditors rejected communications from Novio outright, and refused to recognise the right of this organisation to act on behalf of debtors. Novio failed to communicate its poor standing with the commercial community to prospective clients when, in the committee's view, it had a clear duty to do so.

In terms of paragraph 6 Novio further undertook to act on behalf of the debtor and to inform the client if any of the creditors declined participation in the distribution arrangement.

As indicated failure by the client to make any agreed payment to Novio entitled Novio to terminate the agreement. Should Novio have found it necessary to institute any legal proceedings against the client it was entitled to recover its costs on the higher scale of attorney and client fees. The client specifically acknowledged that the fees levied in terms of the contract were reasonable. The committee wishes to record its concern that consumers should in cases like these be exposed to contractual clauses making them liable for the payment of legal costs on attorney and client basis.

The standard form contract contained a schedule of the fees payable by the client to Novio and stipulated that payments received from clients would in the first place be applied towards the payment of Novio's fees. Novio laid claim to 45 per cent of the first monthly or first four weekly payments made by the client and to 20 per cent of all further payments. A fee of R120 was claimed for the taking of instructions and for the drafting of the contract. A further R75 was claimed for the reference to the money lender. Items such as letters to clients (R7,50), to creditors (R6,50), photocopies (R1,20 each), postage (R0,80 per letter), deeds of warranty (R8,00), letters of presentation (R6,50), and cheques sent out (R4,50) were also listed.

The following calculation illustrates the position of a client who approached Novio with a total debt of R10 000. Administrative costs could typically amount to R650. If the client paid 10 instalments of R1 000 each, total disbursements to Novio would amount to R2 900, commission thus amounting to R2 250. Had the same client made an initial payment of R5 000, followed by five monthly payments of R1 000 each, his total account for disbursements may have amounted to R3 900. The amount of Novio's remuneration is thus

kliënt se eerste betaling bepaal. 'n Kliënt wat 'n totale skuld van bykans R200 000 gehad het, het 'n deposito van R7 680 betaal. In hierdie kliënt se geval het administrasiekoste R3 274 beloop en die kommissie R3 456. Dié kliënt het 'n vorm vir aansoek om skulddistribusie sowel as 'n onherroeplike volmag onderteken wat Novio magtig om 'n lening van R192 000 namens hom aan te gaan.

6. *Die sakepraktyk*

Die beweerde sakepraktyk wat die onderwerp van die ondersoek was, behels aan die een kant die verlening van finansiële bystand aan verbruikers in die vorm van lenings wat van derde partye verkry word, en aan die ander kant skuldbemiddeling tussen verbruikers en skuldeisers.

Hoewel Novio voorgegee het dat hy sake doen deur die toestaan van lenings aan verbruikers, was dit net 'n front om geld uit hulle te trek in die vorm van die eerste betaling ingevolge die distribusieooreenkoms. Selfs waar daar 'n duidelike verstandhouding was dat Novio 'n lening sou toestaan, het geen lenings in werklikheid gerealiseer nie, en daar is 'n sterk vermoede dat Novio geweet het dat daar geen lenings beskikbaar is of ooit sal wees nie.

Die skema van skulddistribusie wat deur Novio bedryf is, was niks meer nie as 'n voorwendsel om verbruikers wat dit die minste kan bekostig, te stroop van geld wat nodig was vir huishoudelike doeleindes of om aan die eise van skuldeisers te voldoen.

Vertrouend op hulle ooreenkoms met Novio en beloftes wat deur sy werknemers gemaak is, het baie verbruikers hulle betalings aan skuldeisers gestaak en hul betalings aan Novio gerig. Dit het in verskeie gevalle daartoe gelei dat skuldeisers regstappe teen sulke verbruikers ingestel het, wat daartoe gelei het dat hulle huise, voertuie en meubels verloor het. Novio het, bo en behalwe om geld van verbruikers te neem waarvoor daar min waarde in ruil gegee is, sy kliënte se kontraktuele ooreenkomste met hulle skuldeisers ontwrig, en daardeur die skade wat hulle gely het, vergroot en vererger.

Om Novio se rekeningkundige rekords as 'n boekhoustelsel te beskryf, doen die uitdrukking geweld aan. Daar is geen poging aangewend om trustgelde te identifiseer nie. Gelde wat ontvang is, is nie in 'n trustrekening gedeponeer nie, maar in verskillende gewone bankrekenings. Tjeks wat oënskynlik aan kliënte se skuldeisers uitgemaak is en gewissel is, kon nie na skuldeisers teruggevoer word nie. Kliënte se gelde is direk gebruik om vir Novio se bedryfsuitgawes en salarisse te betaal. Die komitee het 'n sterk vermoede dat Novio alle gelde wat ontvang is, sonder meer as sy eie beskou het.

Toe kliënte begin het om navraag te doen oor waarom lenings nie gerealiseer het of waarom skuldeisers nie betalings van Novio ontvang het nie, is doelbewuste ontduikings- en vertragingstaktieke dikwels toegepas. Lêers is verlê of daar is gesê dat die fotostaatmasjien buite werking was; dit was feitlik onmoontlik om beamptes van Novio telefonies te bereik; boodskappe het onbeantwoord gebly en besoeke deur kliënte aan die kantore is ontmoedig; talle verskonings is aangevoer waarom beamptes nie beskikbaar is nie.

largely determined by the amount of the client's first payment. A client who had total debts of close to R200 000 made a deposit of R7 680. In this client's case administrative fees amounted to R3 274, and commission to R3 456. This client signed both a debt distribution application form and an irrevocable power of attorney, authorising Novio to obtain a loan of R192 000 on his behalf.

6. *The business practice*

The alleged business practice which was the subject of the investigation involves on the one hand the advancing of financial assistance to consumers in the form of loans to be obtained from third parties, and on the other hand debt mediation between consumers and creditors.

While Novio purported to be in the business of advancing loans to consumers this was merely a facade for extracting money from them in the form of the first payment under the distribution arrangement. Even where there was a clear understanding that Novio would advance a loan no loans actually materialised and there is a strong inference that Novio knew that no loans were available or would ever be available.

The scheme of debt distribution operated by Novio was nothing more than a pretext for fleecing consumers who could least afford it of money needed for household purposes or for meeting the claims of creditors.

In reliance of their agreement with Novio and promises made by its employees, many consumers discontinued their payments to creditors, and redirected their payments to Novio. In several cases this led to creditors taking legal action against such consumers, causing them to lose homes, vehicles and furniture. Novio, in addition to taking from consumers money for which little value was given in return, disrupted its clients' contractual arrangements with their creditors, thus magnifying and compounding the harm suffered by them.

It would do violence to the term to describe Novio's accounting records as a system of bookkeeping. No effort was made to identify trust moneys. Funds received were not deposited in a trust account but were deposited in several ordinary bank accounts. Cheques ostensibly made out to client's creditors that were cashed could not be traced to creditors. Client funds were applied directly to pay for Novio's business expenses and salaries. The committee has a strong suspicion that Novio summarily treated all moneys received as its own.

When clients started to make enquiries as to why loans had not materialised or why creditors had not received payments from Novio deliberate tactics of evasion and delay were frequently applied. Files were misplaced or the photocopier was said to be out of order; it was virtually impossible to contact officials of Novio by telephone; messages went unanswered and visits by clients to the offices were discouraged; numerous excuses were offered as to why officials were unavailable.

Talle verbruikers het uit pure desperaatheid na Novio se kantore toe gegaan. As kliënte daarin geslaag het om met Novio te skakel, is daar aan hulle gesê dat hulle aansoeke na 'n makelaar gestuur is vir goedkeuring, en dat hulle spoedig oor die uitslag van die aansoek ingelig sal word. Fotostatiese afdrukke van tjeks wat deur Novio aan skuldeisers uitgemaak is, is dikwels aan kliënte gestuur of getoon in 'n deursigtige poging om hulle onder die indruk te bring dat die skuldeisers wel betaal word. In 'n paar gevalle is betalings van relatief klein bedrae in werklikheid gedoen. Hierdie blufbetalings is bedoel om kliënte se agterdog en vrese te besweer.

7. *Evaluering van die sakepraktyk*

Ingevolge artikel 1 (x) van die Wet beteken "sakepraktyk" ook (a) enige ooreenkoms, reëling of verstandhouding, hetsy regtens afdwingbaar of nie, tussen twee of meer persone; en (b) enige skema, praktyk of handelsmetode.

Die komitee is oortuig dat die sakepraktyk wat in afdelings 3 tot 6 van hierdie verslag beskryf word, vir die doeleindes van artikel 1 (x) van die Wet 'n sakepraktyk uitmaak.

Artikel 1 (xi) van die Wet bepaal dat 'n skadelike sakepraktyk enige sakepraktyk is wat regstreeks of onregstreeks die uitwerking het of waarskynlik sal hê om—

(a) die verhoudinge tussen besighede en verbruikers te skaad;

(b) enige verbruiker onredelik te benadeel; of

(c) enige verbruiker te mislei.

7.1 *Skadelike sakepraktyk*

Die aard van verbruikersuitbuiting kan dikwels met een van die volgende omstandighede verband hou, naamlik gebrekkige instemming tot 'n kontrak deur 'n verbruiker; misleiding van die verbruiker; en onbillike kontrakbepalings, wat veral by kontrakte in standaard vorm algemeen is. In Novio se geval was al hierdie elemente teenwoordig.

Gebrekkige instemming kom byvoorbeeld voor as onredelike verkoopdruk op 'n verbruiker uitgeoefen word of as sy onkunde, swak geletterdheid of ander onvermoë op oneerlike wyse uitgebuit word. Misleiding kan as een van die meer prominente oorsake van gebrekkige instemming by verbruikers gesien word. In sommige gevalle kan gebrekkige instemming of misleiding bedrog uitmaak. Kontrakbepalings kan markrealiteite soos die verbruiker se relatiewe kennis, geletterdheidsvlak en handelsondervinding, die skaarsheid van die produk of diens en die vlak van mededinging in die spesifieke mark weerspieël.

Gedurende die Middeleeue is daar geglo dat daar so iets soos 'n billike of regverdige prys is. Vandag weet ons egter dat burokrate nie markpryse kan bepaal nie en dat prysbeheer selde, indien ooit, in belang van die verbruiker is en dat dit hom waarskynlik eerder sal benadeel. Hoewel daar aanvaar word dat dit nie vir 'n derde party moontlik is om te bepaal in watter markverhouding 'n prys en 'n spesifieke produk/diens kontraktueel teenoor mekaar moet staan nie, kan 'n opvallende wanbalans tussen 'n prys en 'n sekere produk/diens in 'n gegewe geval tot die gevolgtrekking lei dat een van die partye nie die kontrak sou gesluit het as hy die inhoud daarvan verstaan het nie of dat hy die kontrak as gevolg van misleiding of onredelike druk gesluit het.

Numerous consumers came to Novio's offices in sheer desperation. When clients succeeded in making contact with Novio they were told that their applications had been forwarded to a broker for approval, the outcome of which application they would be informed shortly. Photostat copies of cheques which had been made out by Novio to creditors were frequently sent or shown to clients, in a transparent effort to lead them to believe that creditors were actually being paid. In a few cases payments of relatively minor amounts were actually made. These token payments were designed to allay clients' suspicions and fears.

7. *Evaluation of the business practice*

In terms of section (1) (iii) of the Act "business practice" includes (a) any agreement, arrangement or understanding, whether legally enforceable or not, between two or more persons; and (b) any scheme, practice or method of trading.

The committee is satisfied that the business practice described in sections 3 to 6 of this report amounts to a business practice for the purposes of section 1 (iii) of the Act.

Section 1 (vii) of the Act provides that a harmful business practice is constituted by any businesses practice which, directly or indirectly, has or is likely to have the effect of—

(a) harming the relations between businesses and consumers;

(b) unreasonably prejudicing any consumer; or

(c) deceiving any consumer.

7.1 *Harmful business practice*

The nature of consumer exploitation can frequently be related to one of the following circumstances, namely defective consent by a consumer to a contract; deception of the consumer; unfair contractual terms which are particularly prevalent in standard form contracts; and defective performance by firms. In Novio's case all these elements were present.

Defective consent may for example be encountered when unreasonable sales pressure is exerted on a consumer or when his ignorance, poor literacy or other inability is dishonestly exploited. Deception can be viewed as one of the more prominent causes of defective consent by consumers, in some cases defective consent or deception may amount to fraud. Contractual terms may reflect market realities such as the consumer's relative knowledge, literacy levels, commercial expertise, the scarcity of the product or service and the level of competition in the particular market.

During the middle ages it was thought that there was something such as a fair or just price. Today we know however that bureaucrats cannot determine market prices and that price control is seldom if ever in the interest of the consumer and is moreover likely to harm him. While it is accepted that it is not possible for a third party to determine in what market relationship a price and a particular product/service ought to stand to each other contractually, a striking imbalance in a given case between a price and a certain product/service can lead to the inference that one of the parties would not have concluded the contract if he had understood its contents, or that he concluded the contract as a result of deception or unreasonable pressure.

Verbruikers kla dikwels oor gebrekkige prestasie. Die gevolge benadeel sowel besighede as verbruikers. Gebrekkige prestasie en die inhoud van 'n kontrak hou egter direk met mekaar verband. [Kyk in die algemeen Coote B *Exception Clauses* (1964) Sweet & Maxwell, Londen.]

'n Spesifieke kontrak kan byvoorbeeld so bewoord word dat dit die prestasie wat verbruikers redelikerwys kan verwag, uitsluit. Die verpligtinge van die besigheid kan op so 'n wyse bewoord word dat hy wesenlik onthef word van die lewering van selfs skromelik gebrekkige prestasie. In dié sin kan die kontrak self deel vorm van bedrog teen die verbruiker. By die evaluering van Novio se sakepraktyk het die komitee van die standpunt uitgegaan dat Novio se kontrak saam met sy handelinge oorweeg moet word.

Skulddistribusie en bemiddeling kan oor die algemeen beskryf word as optrede deur 'n bemiddelaar wat onderneem om namens 'n skuldenaar betalings aan skuldeisers oor te dra en/of om met skuldeisers te onderhandel met die oog daarop om toegewings deur die skuldeiser aan die skuldenaar te verkry.

Ingevolge die prosedure wat by artikel 74 van die Wet op Landdroshowe, Wet 32 van 1944, bepaal word, kan 'n landdroshof, as 'n skuldenaar nie in staat is om die bedrag van 'n vonnis wat in die hof teen hom verkry is, te betaal of om sy finansiële verpligtinge na te kom nie, 'n administrasiebevel verleen waarin daar voorsiening gemaak word vir die administrasie van die skuldenaar se boedel en vir die vereffening van sy skuld in paaiemente of andersins. Die skuldenaar kan self om 'n administrasiebevel aansoek doen. Die prosedure is beskikbaar slegs as die totale bedrag van die skuld nie R20 000 te bowe gaan nie (kyk Goewermentskennisgewings R. 2736 en 11063 van 1987-12-11, Regulasiekoerant 4158).

Die voorgeskrewe prosedure vereis dat gespesifiseerde inligting in die vorm van 'n beëdigde verklaring aan die hof verskaf moet word. Ongeletterde skuldenaars kan deur die klerk van die hof gehelp word om die nodige vorm in te vul.

'n Administrasiebevel wat deur die hof verleen word, spesifiseer die bedrag van betalings wat ingevolge die administrasiebevel deur die skuldenaar aan die administrateur gedoen moet word. 'n Administrateur wat nie 'n amptenaar van die hof of 'n regspraktisyn is nie, moet sekuriteit gee vir die behoorlike en stiptelike betaling deur hom van alle gelde wat in sy besit gekom het op grond van sy aanstelling as administrateur.

'n Administrateur moet alle gelde wat hy van of namens skuldenaars wie se boedels onder administrasie is, ontvang, in 'n afsonderlike trustrekening by enige bank in die Republiek inbetaal as hy nie 'n praktiserende prokureur is nie, en as hy 'n praktiserende prokureur is, in die trustrekening wat hy hou ingevolge artikel 33 van die Toelating van Prokureurs, Notarisse en Transportbesorgers Wet, No. 23 van 1934. Geen bedrae waarmee sulke rekenings gekrediteer word, word geag deel te wees van die administrateur se bates of, in geval van sy dood of insolvensie, van sy bestorwe of insolvente boedel nie.

Consumers frequently complain about defective performance. The consequences prejudice both businesses and consumers. Defective performance and contractual content, however, are directly linked. [See generally Coote B *Exception Clauses* (1964) Sweet & Maxwell London.]

A particular contract can, for example, be so phrased as to exclude the performance which consumers might reasonably expect. The obligations of the business can be phrased in such a way that it is substantially indemnified against rendering even grossly defective performance. In this sense the contract itself can form part of a fraud on the consumer. In assessing the business practice of Novio the committee has taken the view that Novio's contract must be considered in conjunction with its actions.

Debt distribution and mediation can in general be described as action by a mediator who undertakes to transfer payments to creditors on behalf of a debtor and/or to negotiate with creditors with a view to obtaining concessions by the creditor to the debtor.

In terms of the procedure set out by section 74 of the Magistrates' Courts Act, 32 of 1944, a magistrate's court may, when a debtor is unable to pay the amount of any judgment obtained against him in court, or to meet his financial obligations, grant an administration order whereby provision is made for the administration of the debtor's estate and for the settlement of his debts in instalments or otherwise. The debtor himself may apply for an administration order. The procedure is available only where the total amount of debts does not exceed R20 000 (see GN R2736, GG 11063, 1987-12-11, RG 4158).

The prescribed procedure requires that specified information must be furnished to the court in the form of an affidavit. Illiterate debtors can be assisted by the clerk of the court to complete the necessary form.

An administration order granted by the court specifies the amount of payments to be made by the debtor to the administrator in terms of the administration order. An administrator who is not an officer of the court or legal practitioner must give security for the due and prompt payment by him of all moneys which come into his possession by virtue of his appointment as an administrator.

An administrator must deposit all moneys received by him from or on behalf of debtors whose estates are under administration, if he is not a practising attorney, in a separate trust account with any bank in the Republic, and, if he is a practising attorney, in the trust account that he keeps in terms of section 33 of the Attorneys, Notaries and Conveyancers Admission Act, No. 23 of 1934. No amounts with which such accounts are credited shall be deemed to be part of the administrator's assets or, in the event of his death or insolvency, of his deceased or insolvent estate.

'n Skuldenaar ten opsigte van wie 'n administrasiebevel uitgereik is, moet aan die administrateur die bedrae betaal van die weeklikse of maandelikse of ander betalings wat hy ingevolge die administrasiebevel moet doen. 'n Administrateur moet gereelde betalings aan skuldeisers doen en moet daarvan rekenskap gee deur die indiening van 'n distribusierekening by die klerk van die hof, waar dit vir die skuldenaar en die skuldeisers of hulle prokureurs ter insae lê.

'n Administrateur kan met grondige redes onthef word van sy aanstelling deur die hof en kan, indien hy versuim om gelde in 'n geskikte trustrekening te betaal, aan 'n misdryf skuldig bevind word.

Voordat 'n distribusie gedoen word, kan 'n administrateur die nodige uitgawes en vergoeding aftrek ooreenkomstig die voorgeskrewe tarief [kyk Aanhangsel 2 van Paragraaf 1 (b) van Deel II van Tabel B van die Regulasies kragtens die Wet]. Genoemde uitgawes en vergoeding mag nie 12½ persent van die bedrag van ingevorderde gelde wat ontvang is, te bowe gaan nie en sodanige uitgawes en vergoeding is, op aansoek van 'n belanghebbende party, onderworpe aan taksasie deur die klerk van die hof en hersiening deur 'n regterlike amptenaar [artikel 74L (2) van die Wet op Landdroshowe].

In die hipotetiese geval van die verbruiker hierbo wat skuld van altesaam R10 000 het, sal so 'n verbruiker, as hy ingevolge artikel 74 van die Wet op Landdroshowe onder administrasie is en tien maandelikse betalings van R1 000 elk doen, R1 250 aan die administrateur betaal vir dienste gelewer, vergeleke met Novio se kliënt wat R2 900 aan Novio sou moet betaal. As albei kliënte 'n aanvanklike betaling van R5 000 gedoen het, gevolg deur vyf betalings van R1 000, sou die verbruiker onder administrasie kragtens artikel 74 steeds R1 250 betaal, terwyl Novio se kliënt R3 900 sou betaal.

7.2 *Openbare belang*

Die toepassing van die Wet op Skadelike Sakepraktyke moet gesien word teen die agtergrond van faktore soos die breër sosio-ekonomiese situasie; die ontoeganklikheid van die howe, veral weens hoë regskoste; en die oorlading van die Suid-Afrikaanse Polisie met die ondersoek en voorkoming van geweldsmisdade, wat 'n situasie tot gevolg het waar optrede in die handelsfeer wat moontlik kriminele vervolging tot gevolg kon gehad het, nie altyd die aandag kry wat dit verdien nie.

Die ontoeganklikheid van die siviele regstelsel beteken dat selfs die regte van verbruikers wat teoreties deur die reg beskerm word, maklik ongestraf geskend kan word. Die onontbeerlike selfregstellingsneiging van die mark word hierdeur van wesenlike ondersteuning ontneem.

Verbruikers wat verwag het om lenings te kry, het net bykomende uitgawes opgeloop toe geen lenings in werklikheid gerealiseer het nie.

A debtor in respect of whom an administration order has been issued must pay to the administrator the amounts of the weekly or monthly or other payments that he is required to make in terms of the administration order. An administrator must make regular payments to creditors and must give account by means of the lodging of a distribution account with the clerk of the court where it is open to inspection by the debtor and the creditors or their attorneys.

An administrator may on good cause shown be relieved of his appointment by the court, and may, in the event of his failure to deposit moneys in an appropriate trust account, be found quilty of an offence.

Before making a distribution an administrator may deduct necessary expenses and remuneration as provided for according to the prescribed tariff [see Annexure 2 of Paragraph 1 (b) of Part II of Table B of the Regulations to the Act]. The said expenses and remuneration may not exceed 12½ per cent of the amount of collected moneys received and such expenses and remuneration shall, upon application by an interested party, be subject to taxation by the clerk of the court and review by any judicial officer [section 74L (2) of the Magistrates' Courts Act].

In the hypothetical case of the consumer above who has debts totalling R10 000, such a consumer, when under administration in terms of section 74 of the Magistrates' Act and making ten monthly payments of R1 000 each, would disburse R1 250 to the administrator for services rendered, as compared to Novio's client who would pay Novio R2 900. If both clients made an initial payment of R5 000, followed by five payments of R1 000, the consumer under administration in terms of section 74 would still be disbursing R1 250, while Novio's client would be disbursing R3 900.

7.2 *The public interest*

The application of the Harmful Business Practices Act must be seen against the background of factors such as the broader socio-economic situation; the inaccessibility of the courts, especially due to high legal costs; and the overloading of the South African Police with the investigation and prevention of crimes of violence, which brings about a situation where conduct in the commercial sphere which might possibly have resulted in criminal prosecution does not always get the attention which it deserves.

The inaccessibility of the civil legal system means that even the rights of consumers which are theoretically protected by the law can easily be violated with impunity. The indispensable self corrective tendency of the market is deprived hereby of material supports.

Consumers who expected to receive loans incurred only an additional expenditure when, as a matter of fact, no loans materialised.

Verbruikers wat hulle hoop daarop gevestig het om hulle skuldeisers deur Novio te vervang deur middel van 'n konsolidasie van skuld en vervanging van skuldeisers, het ontdek dat Novio bloot onderneem het om betalings van hulle in te vorder en 'n beperkte bedrag aan skuldeisers toe te deel. Fondse wat aan Novio toevertrou is vir oordrag aan skuldeisers, is deur Novio se gelde uitgeput. Skuldeisers het min gekry.

Die komitee bevind dat Novio se sakepraktyke 'n skadelike sakepraktyk uitmaak. Daar bestaan geen twyfel nie dat die hele gemeenskap sakepraktyke van hierdie aard sal afkeur en verwerp.

Novio se finansierings- en distribusiebesigheid was 'n front waardeur sakeskuldeisers en Novio se kliënte mislei is en wat tot gevolg gehad het dat albei, maar veral die kliënte, aansienlike finansiële verliese gely het. Die komitee is van mening dat alle gelde wat deur Novio ontvang is, as 'n verlies vir die publiek gereken moet word. Die publiek het geld aan Novio oorgedra en niks in ruil daarvoor gekry nie.

In die lig van sy bevinding dat Novio se sakepraktyke 'n skadelike sakepraktyk uitmaak, moet die komitee besin of hierdie skadelike sakepraktyk in die openbare belang geregverdig kan word, byvoorbeeld op die grond dat die lewering van 'n belangrike diens aan armer verbruikers nadelig geraak sal word. In hierdie geval kon die komitee geen sodanige gronde vind nie. Hoewel daar 'n behoefte is aan die soort diens wat Novio voorgegee het om te lewer, is dit 'n feit dat Novio geen werklike diens gelewer het nie. Die komitee bevind dat die sakepraktyk soos dit deur Novio toegepas is, nie in openbare belang geregverdig is nie.

8. *Gevolgtrekking en aanbevelings*

In voorstellings aan kliënte het Novio onderneem om sy kliënte finansieel te ondersteun of om hulle verpligtinge teenoor skuldeisers op hom te neem met terugbetaling deur die kliënte. Die kontrakvorms wat aan kliënte verskaf is, verskil wesenlik van die mondelinge voorstellings wat gemaak is. Met uitsondering van enkele blufbetalings het Novio geen prestasie gelewer in ruil vir die aansienlike bedrae geld wat hy van kliënte ontvang het nie.

Lenings is nie werklik beskikbaar gestel nie en die skyndistribusieproses was oëverblindery. Novio het versuim om sy swak posisie in die handelsgemeenskap aan verbruikers oor te dra. Die bestuur van die skynfinansierings- en distribusiebesigheid was 'n dekmantel om niksvermoedende verbruikers wat reeds in die knyp was, van hulle heel laaste geld te ontneem. Die skuldeisers se belange is ook benadeel deurdat Novio fondse geabsorbeer het wat andersins aan hulle betaal kon word. Novio was heeltemal onbevoeg om 'n skuldraadgewings- en adviesdiens aan verbruikers te lewer, en dit is wat hy ook voorgegee het om te doen.

In die bestek van minder as 'n jaar het Novio meer as R1,3 miljoen van verbruikers ontvang, waarvan min na die skuldeisers gegaan het. Die meeste van die geld is aan kliënte gedebiteer vir skyndienste en beweerde administrasiekoste. Gedurende hierdie tydperk het vier van Novio se werknemers meer as R460 000 aan kommissie en salaris "verdien".

Consumers who fixed their hopes on having Novio substituted for their creditors by means of a consolidation of debt and substitution of creditors discovered that Novio merely undertook to collect payments from them and to apportion a limited amount among creditors. Moneys entrusted to Novio for transmission to creditors were exhausted by Novio's fees. Creditors got little.

The committee finds that the business practices of Novio constitute a harmful business practise. There is no doubt that the whole community will disapprove of and reject business practices of this nature.

Novio's financing and distribution business was a front by means of which business creditors and Novio's clients were misled and as a consequence of which both, but particularly the clients, suffered extensive financial losses. The committee's view is that all moneys received by Novio must be counted as a loss to the public. The public transferred money to Novio and received nothing in return.

In the light of its finding that Novio's business practices constitute a harmful business practice the committee must consider whether this harmful business practice can be justified in the public interest, for example on the basis that the rendering of an important service to poorer consumers will be adversely affected. In the present case the committee could find no such grounds. While there is a need for the kinds of services Novio purported to render the fact is that Novio did not render any actual service. The committee finds that the business practice as applied by Novio is not justified in the public interest.

8. *Conclusion and recommendations*

In representations to clients Novio undertook to support its clients financially or to assume their obligations to creditors, upon repayment from the clients. The contract forms presented to clients differed substantially from the oral representations made. With the exception of solitary token payments Novio rendered no performance in return for the substantial amounts which it received from clients.

Loans were not actually made available and the simulated distribution process was make-believe. Novio failed to communicate to consumers its poor standing with the commercial community. The operation of the simulated financing and distribution business was a cloak for depriving unsuspecting and already hard pressed consumers of their very last funds. The interests of creditors were also harmed in that Novio absorbed funds which might otherwise have been paid to them. Novio was totally unqualified to render a debt counselling and advice service to consumers, which is what it also purported to do.

In the space of less than a year Novio obtained more than R1,3 million from consumers, little of which found its way to creditors. Most of this money was debited to clients for pretended services and spurious administrative costs. During this period four of Novio's employees "earned" in excess of R460 000 in commissions and salary.

Aan nie een van die kliënte wat om 'n lening aansoek gedoen het (of gedink het dat hulle om 'n lening aansoek doen), is ooit 'n sent voorgeskiet nie. In die geval van kliënte wat besef het dat hulle 'n distribusiekontrak aangegaan het, het feitlik geeneen van hulle skuldeisers enige betalings ontvang nie, en waar dit wel gebeur het, was sulke betalings onbeduidend. Selfs al sou daar aanvaar word dat Novio se skulddistribusie nie die oëverblindery en bedrog is wat dit ongetwyfeld is nie, is die vergoedingsbasis wat in sy kontrakte gestipuleer word, so buitensporig dat dit net as gewetenlose uitbuiting beskryf kan word. Novio het verder kontrakbepalings gebruik wat onaanvaarbaar is in omstandighede waar verbruikers in geldelike nood finansiële advies nodig het. Gelde wat in 'n trustrekening gedeponeer moes word, is met algemene fondse gemeng. Daar is ook 'n moontlikheid dat Novio in gevalle waar transaksies met kliënte die toestaan van 'n lening behels het, versuim het om aan die bepalings van artikel 2 (10) van die Woekerwet, No. 73 van 1968, te voldoen.

Novio se optrede kom neer op opsetlike en gewetenlose verbruikersuitbuiting in die ergste graad. Verbruikers in geldelike nood wat hierdie besigheid genader het om finansiële hulp ter vermindering of vereffening van skuldeisers se eise, het net meer geld vir Novio ingebring. Geeneen van Novio se kliënte het enige beduidende voordeel uit sy of haar verhouding met Novio getrek nie, en hulle het hoofsaaklik finansiële verliese en teleurstelling op die lyf geloop.

Die komitee bevind dat die sakepraktyk van die partye soos in hierdie verslag beskryf, vir die doeleindes van artikel 10 (2) van die Wet 'n skadelike sakepraktyk uitmaak en dat sodanige skadelike sakepraktyk nie in openbare belang geregverdig is nie. Geen reëling wat deur die Minister ingevolge artikel 11 (2) bevestig is, is met die partye getref nie.

Aangesien sekere persone Novio se diens verlaat het en Reficul besigheid gestaak het, word daar aanbeveel dat "partye" vir die doeleindes van optrede deur die Minister mnre. Lucifer Spokie van Zyl, André Smith, Jan Human, Philip Venter en Novio Financial Advisors BK (BK90/24792/23) moet insluit.

Daar word aanbeveel dat die Minister—

(a) ingevolge artikel 12 (1) (b) van die Wet die sakepraktyk onwettig verklaar waardeur die partye—

(i) finansiering beskikbaar stel;

(ii) bystand aan skuldenaars verleen; of

(iii) betalings namens skuldenaars aan skuldeisers onderneem;

(b) ingevolge artikel 12 (1) (c) van die Wet die partye gelas om af te sien van die toepassing of voortsetting van enige sakepraktyk waarvan die beskikbaarstelling van finansiering, die verlening van hulp aan verbruikers of die onderneming van betaling namens skuldenaars aan skuldeisers deel uitmaak, en om op te hou om enige belang te hê in 'n besigheid of tipe besigheid wat so 'n sakepraktyk toepas of om enige inkomste daaruit te kry en om daarvan af te sien om te eniger tyd enige belang in 'n besigheid of tipe besigheid wat so 'n sakepraktyk toepas, te verkry of om enige inkomste daaruit te verkry.

PROF LOUISE TAGER,
Voorsitter: Sakepraktykekomitee.

(15 November 1991)

None of the clients who applied for a loan (or thought they were applying for a loan) ever had a cent advanced. In the case of clients who appreciated that they were entering into a distribution contract virtually none of their creditors received any payments, and when they did, such payments were insignificant. Even if it were accepted that Novio's debt distribution was not the pretence and sham which it undoubtedly was, the basis of remuneration stipulated in its contracts is so exorbitant that it can only be described as unscrupulous exploitation. Novio moreover employed contractual terms which are unacceptable in a setting where consumers in financial distress are in need of financial counselling. Moneys which ought to have been deposited to a trust account were mixed with general funds. There is also a possibility that in cases where transactions with clients involved the advancing of a loan, Novio may have failed to have complied with the provisions of section 2 (10) of the Usury Act, No. 73 of 1968.

Novio's conduct amounts to deliberate and unscrupulous consumer exploitation of the worst kind. Consumers in financial distress who approached this business for financial aid to be applied towards reducing or settling creditors' claims merely yielded more money to Novio. No client of Novio derived any significant advantage from his or her relationship with Novio and primarily incurred financial loss and disappointment.

The committee finds that the business practice of the parties as described in this report constitutes a harmful business practice for the purposes of section 10 (2) of the Act and that such harmful business practice is not justified in the public interest. No arrangement has been made with the parties which has been confirmed by the Minister in terms of section 11 (2).

As certain persons have left Novio's employ and Reficul has ceased business it is recommended that for the purposes of action by the Minister "parties" should include messrs. Lucifer Spokie van Zyl, Andrè Smith, Jan Human, Philip Venter and Novio Financial Advisors CC (CK90/24792/23).

It is recommended that the Minister—

(a) under section 12 (1) (b) of the Act declares unlawful the business practice whereby the parties—

(i) make financing available;

(ii) render assistance to debtors; or

(iii) undertake payments on behalf of debtors to creditors;

(b) under section 12 (1) (c) of the Act direct the parties to refrain from the application or continuation of any business practice of which the making availability of financing, the rendering of assistance to consumers, or the undertaking of payments on behalf of debtors to creditors forms part, and to cease to have any interest in a business or type of business which applies such a business practice or to derive any income therefrom and to refrain from at any time obtaining any interest in or deriving any income from a business or type of business applying such a business practice.

PROF LOUISE TAGER,
Chairman: Business Practices Committee.

(15 November 1991)

KENNISGEWING 1087 VAN 1991

DEPARTEMENT VAN HANDEL EN NYWERHEID

WET OP SKADELIKE SAKEPRAKTYKE, 1988

Ek, David de Villiers Graaff, Adjunkminister van Handel en Nywerheid en Toerisme, handelende namens die Minister van Handel en Nywerheid en Toerisme, na oorweging van 'n verslag deur die Sakepraktykekomitee met betrekking tot 'n ondersoek waarvan in Kennisgewing 256 van 1991 in *Staatskoerant* No. 13061 van 15 Maart 1991 kennis gegee is, welke verslag gepubliseer is in Kennisgewing 1086 in *Staatskoerant* No. 13620 van 15 November 1991, is van oordeel dat 'n skadelike sakepraktyk bestaan wat nie in die openbare belang geregverdig is nie, en oefen hiermee my bevoegdhede uit kragtens artikel 12 (1) (b) en (c) van die Wet op Skadelike Sakepraktyke, 1988 (Wet No. 71 van 1988), soos in die Bylae uiteengesit.

D. DE V. GRAAFF,
Adjunkminister van Handel en Nywerheid en Toerisme.

BYLAE

In hierdie kennisgewing, tensy uit die samehang anders blyk, beteken—

"**skadelike sakepraktyk**" die beskikbaarstelling van finansiering, die verlening van bystand aan skuldenaars of die onderneem van betalings namens skuldenaars aan skuldeisers deur die partye;

"**die partye**" mnre. Lucifer Spokie van Zyl, André Smith, Jan Human, Philip Venter en Novio Financial Advisors BK (CK90/24792/23), hetsy hulle onafhanklik of tesame met iemand anders optree.

1. Die skadelike sakepraktyk word hiermee onwettig verklaar.

2. Die partye word hiermee gelas—

(a) om af te sien van die toepassing van die skadelike sakepraktyk;

(b) om op te hou om enige belang in 'n besigheid of tipe besigheid te hê wat die skadelike sakepraktyk bedryf, of om enige inkomste daaruit te verkry;

(c) om te gener tyd die skadelike sakepraktyk te bedryf nie;

(d) om te gener tyd enige belang in 'n besigheid of tipe besigheid wat die skadelike sakepraktyk bedryf te bekom nie, of om enige inkomste daaruit te verkry nie.

3. Hierdie kennisgewing tree in werking op die datum van publikasie hiervan.

(15 November 1991)

KENNISGEWING 1088 VAN 1991

VERBETERINGSKENNISGEWING

SUID-AFRIKAANSE RESERWEBANK

ARTIKEL 30 VAN DIE WET OP DEPOSITO-NEMENDE INSTELLINGS, 1990

FINALE REGISTRASIE: FRENCH BANK OF SOUTHERN AFRICA BEPERK

Algemene Kennisgewing 1011 in *Staatskoerant* No. 13597 van 1 November 1991 word hiermee gewysig deur die datum 1991-09-17 in die Afrikaanse teks te vervang met die datum 1991-10-17.

(15 November 1991)

NOTICE 1087 OF 1991

DEPARTMENT OF TRADE AND INDUSTRY

HARMFUL BUSINESS PRACTICES ACT, 1988

I, David de Villiers Graaff, Deputy Minister of Trade and Industry and Tourism, acting on behalf of the Minister of Trade and Industry and Tourism, after having considered a report by the Business Practices Committee in relation to an investigation of which notice was given in Notice 256 published in *Government Gazette* No. 13061 of 15 March 1991, which report was published in Notice 1086 in *Government Gazette* No. 13620 of 15 November 1991, and being of the opinion that a harmful business practice exists which is not justified in the public interest, hereby exercise my powers in terms of section 12 (1) (b) and (c) of the Harmful Business Practices Act, 1988 (Act No. 71 of 1988), as set out in the Schedule.

D. DE V. GRAAFF,
Deputy Minister of Trade and Industry and Tourism.

SCHEDULE

In this notice, unless the context indicates otherwise—

"**harmful business practice**" means the making available of financing, the rendering of assistance to debtors or the undertaking of payments on behalf of debtors to creditors by the parties;

"**parties**" means Messrs Lucifer Spokie van Zyl, André Smith, Jan Human, Philip Venter and Novio Financial Advisors CC (CK90/24792/23), whether acting independently or in concert with any other person.

1. The harmful business practice is hereby declared unlawful.

2. The parties are hereby directed to—

(a) cease applying the harmful business practice;

(b) cease to have any interest in a business or type of business which applies the harmful business practice or to derive any income therefrom;

(c) refrain from at any time applying the harmful business practice;

(d) refrain from at any time obtaining any interest in or deriving any income from a business type of business applying the harmful business practice.

3. This notice shall come into operation upon the date of publication hereof.

(15 November 1991)

NOTICE 1088 OF 1991

CORRECTION NOTICE

SOUTH AFRICAN RESERVE BANK

SECTION 30 OF THE DEPOSIT-TAKING INSTITUTIONS ACT, 1990

FINAL REGISTRATION: FRENCH BANK OF SOUTHERN AFRICA LIMITED

General Notice 1011 in *Government Gazette* No. 13597 of 1 November 1991 is hereby amended by substituting the date 1991-10-17 for the date 1991-09-17 in the Afrikaans text.

(15 November 1991)

KENNISGEWING 1089 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

Hierby word vir algemene inligting bekendgemaak dat die African Miners and Allied Workers' Union met ingang van 7 November 1991 ingevolge artikel 4 (7) van die Wet op Arbeidsverhoudinge, 1956, as 'n vakvereniging geregistreer is ten opsigte van persone in diens as algemene mynwerkers wat nie in besit van skietsertifikate is nie, in mynbedryf soos hieronder omskryf, in landdrosdistrikte Die Kaap, Durban, Fochville, Johannesburg, Kimberley, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pretoria, Roodepoort, Swartruggens en Westonaria en in die provinsie die Oranje-Vrystaat.

"Mynbedryf" beteken die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om delfstowwe te soek, te win, te ekstraheer, te prosesseer, te affineer of te raffineer (op voorwaarde dat sodanige prosessering of affinering of raffinering van delfstowwe die prosessering van sierdiamante uitsluit), en dit omvat die werksaamhede wat voortspruit uit of gepaard gaan met sodanige aktiwiteite.

"Delfstof" beteken enige stof, het sy in soliede, vloeibare of gasvorm, wat op natuurlike wyse in of op die aarde voorkom, en dit omvat alle metale, koolwaterstofverbindings, edelgesteentes en aardolies.

Vir die doeleindes hervan omvat Mynbedryf nie die volgende nie:

(i) Persone in diens in die volgende poste in bovermelde landdrosdistrikte as bogrondse mynbeamptes in enige afdeling in die mynbedryf, naamlik klerklike, metallurgiese, ingenieurs-, hospitaal- en algemene administratiewe personeel van enige myn met inbegrip van mynhoofkantoorpersoneel) wat maandelikse salarisse ontvang en wie se pligte hoofsaaklik die pligte behels wat gewoonlik deur werknemers in daardie beroepe verrig word ongeag die spesifieke posbenaming wat die werkgewer van tyd tot tyd aan die poste gee:

NOTICE 1089 OF 1991

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

It is hereby notified for general information that the African Miners and Allied Workers' Union has with effect from 7 November 1991 in terms of section 4 (7) of the Labour Relations Act, 1956, been registered as a trade union in respect of persons employed as general mineworkers who are not in possession of blasting certificates in the Mining Industry, as defined below, in the Magisterial Districts of Durban, Fochville, Johannesburg, Kimberley, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pretoria, Roodepoort, Swartruggens, The Cape and rt, Swartruggens, The Cape and Westonaria and in the Province of the Orange Free State.

"Mining Industry" means the industry in which employers and their employees are associated for the purpose of searching for, winning, extracting, processing or refining minerals (provided such processing of refining of minerals excludes the processing of gem diamonds), and includes those operations which are consequent on or incidential to such activities.

"Mineral" means any substance, whether in solid, liquid or gaseous form, occurring naturally in or on the earth and includes all metals, hydrocarbons, precious stones and natural oils.

For the purposes hereof the expression "employees" excludes:

(i) Persons employed in the following posts in the above-mentioned Magisterial Districts as mine surface officials in any department in the mining industry, i.e. clerical metallurgical, engineering, hospital and general administrative staff of any mine (including mine head office staff) who are in receipt of monthly salaries and whose duties consist mainly of those normally performed by employees in those occupations, irrespective of the particular designation allocated to the posts by the employer from time to time:

Afdeling	*Pos*
1. Alle Afdelings	Klerk, Senior Klerk, Klerk spesiale graad, Leerlingbeampte, Tikster/Sekretaresse.
2. Administratief en Finansies	Rekenmeester, Assistentrekenmeester, Assistentvoorraadrekenpligtige, Ontleder, Senior Boekhouassistent, Administratiewe Assistent, Tydkantoorassistent, Senior Tydkantoorassistent, Klerklike Assistent, Voorraadboekhouassistent, Ouditeur, Assistentouditeur, Interne Ouditeur, Begrotingskontroleur, Kostekontroleur, Datavasleggingsondervoorman, Assistentafdelingshoof, Administrasiebeampte, Assistentbegrotingsbeampte, Begrotingsbeampte, Datavasleggingsoperateur, Datavoorbewerkingsoperateur, Senior Datavoorbewerkingsoperateur, Hoofmasjienoperateur, Sleutelstasieoperateur, Senior Sleutelstasieoperateur, Telefoonoperateur, Teleksoperateur, Terminusoperateur, Betaalmeester, Assistentbetaalmeester, Kassierbetaalmeester, Junior Programmeerder, Stelselprogrammeerder, Kwekelingprogrammeerder, Assistentstatistikus, Skagstatistikus, Superintendent, Boekhouopsiener, Rekenaarbewerkingsopsiener, Datavasleggingsopsiener, Datavoorbewerkingsopsiener, Dataverwerkingsopsiener, Senior Sleutelstasieopsiener, Drukafdelingsopsiener, Bandbibliotekaris, Loonbeampte, Tydkantooroppasser, Assistentloonbeampte, Assistenttydkantooroppasser, Administratiewe Kwekeling, Sekretariële Kwekeling.
3. Tekenkantoor (Ingenieurs-, Geologies, Beplannings-, Opmeet-)	Tekenaar, Tekenaarster, Assistenttekenaar, Assistenttekenaarster, Ontwerptekenaar, Ontwerptekenaarster, Junior Tekenaar, Junior Tekenaarster, Leiertekenaar, Leidstertekenaarster, Leerlingtekenaar, Senior Tekenaar, Tegnikustekenaar, Kwekelingtekenaar, Kwekelingtekenaarster, Tekenbeampte, Natrekker.

Afdeling	*Pos*
4. Ingenieurswerk	Bedryfs- en Navorsingsontleder, Ingenieursassistent, Senior Keteloppasser, Wateraanlegoperateur, Assistenthoofelektrisiën, Werkeklerk, Mimiekkontroleur, Spoorverkeersreëlaar, Assistentingenieur, Junior Ingenieur, Kwekelingingenieur, Mynberamer, Assistentmynberamer, Leierberamer, Senior Beramer, Ingenieursvoorman, Voorman in die Werktuigkundige Ambag, Buitevoorman, Buitevoorman in die Werktuigkundige Ambag, Dorpsmodelmaker, Bogrondse—nie in die Werktuigkundige Bedryf nie—Modelmaker, Vervoerbeampte, Assistentvervoerbeampte, Spoorvervoersuperintendent, Herwinningswerfsuperintendent, Vakleerlingopsiener, Kamponginstandhoudingsopsiener, Booruitrustingsopsiener, Lokoskofopsiener, Hervoeringsopsiener, Rioolwateraanlegopsiener, Vervoeropsiener, Voormantegnikus, Instrumenttegnikus, Senior Instrumenttegnikus, Junior Instrumenttegnikus, Hysmasjiendrywer.
5. Hostel/Kampong	Leerlinghostelassistent, Assistentbestuurder, Gelisensieerde Assistentbestuurder, Personeelbeampte, Kroegopsiener, Biertuinopsiener, Grootpartyopsiener, Hoofopsiener, Senior Opsiener, Drankafsetpuntopsiener, Senior Drankafsetpuntopsiener, Instandhoudingsopsiener, Ontspanningsopsiener, Personeelopsiener, Opsiener van Hostelle, Personeelkwekeling, Hostelkwekeling, Rekenmeester, Eerste Verpleegkundige, Dieetkundige, Assistenthospitaalsekretaris, Gesondheidsinspekteur, Assistentgesondheidsinspekteur, Assistentlaboratoriumstegnikus, Laboratoriumtegnikus, Senior Laboratoriumtegnikus, Verpleër, Verpleër gekwalifiseerd, Verpleër ongekwalifiseerd, Matrone, Assistentmatrone, Mediese Tegnoloog, Arbeidsterapeut, Senior Arbeidsterapeut, Gesondheidsbeampte, Assistentgesondheidsbeampte, Hospitaaladministrasiebeampte, Hospitaalgebou-instandhoudingsbeampte, Higiënebeampte, Rehabilitasiebeampte, Sanitasiebeampte, Apteker, Fisioterapeut, Radiograaf, Suster, Verpleegsuster, Senior Suster, Spesialissuster, Opleisuster, Operasiesuster, Statistikus, Magasynmeester, Assistenthospitaalsuperintendent, Assistentsuperintendent van 'n Mediese Stasie, Installasie-instandhoudingsuperintendent, Vloeropsiener, Hospitaalhuishoudingsopsiener.
6. Metallurgie	Amalgameerder, Hoofamalgameerder, Amalgameerder/Smelter, Assistent-amalgameerder/smelter, Hoofamalgameerder/smelter, Ontleder, Chemiese Ontleder, Assistenthoofontleder, Senior Ontleder, Tegnikusontleder, Essaieur, Gesertifiseerde Essaieur, Assistenthoofessaieur, Senior Tegnikusessaieur, Ongesertifiseerde Essaieur, Laboratoriumassistent, Leerlinglaboratoriumassistent, Senior Laboratoriumassistent, Tegniese Assistent, Chemikus, Gesertifiseerde Chemikus, Assistenthoofchemikus, Senior Chemikus, Ongesertifiseerde Chemikus, Voorman, Afdelingsvoorman, Afdelingskofvoorman, Aanlegvoorman, Skofvoorman, Assistentlaboratoriumtegnikus, Senior Laboratoriumtegnikus, Laboratoriumtegnikus, Seksieleier, Skofleier, Leerlingmetallurg, Gehaltebeampte, Gehaltebeheerbeampte, Metallurgiese Navorsingsbeampte, Suuraanlegbeampte, Leerlingsuuraanlegbeampte, Reduksiebeampte, Leerlingreduksiebeampte, Uraanbeampte, Leerlinguraanbeampte, Tegniese Beampte, Smelter, Assistentsmelter, Hoofassistentsmelter, Afdelingskofopsiener, Aanlegopsiener, Skofopsiener, Slikdamopsiener.
7. Personeel	Mannekragassistent, Personeelassistent, Skakelwerkassistent, Personeelbeampte, Afdelingspersoneelbeampte, Assistenthoofpersoneelbeampte, Arbeidsbetrekkingebeampte, Assistentarbeidsbetrekkingebeampte, Arbeidsbeampte, Assistentskakelbeampte, Rekordsbeampte, Personeelkwekeling, Maatskaplike Werker, Personeelsuperintendent.
8. Dienste—Huishoudelik	
8.1 Akkommodasie	Opsigter, Losieshuisopsiener, Enkelkwartieropsiener, Assistentenkelkwartieropsiener, Hosteladministrateur.
8.2 Verversingslokaal en spyseniering	Verversingslokaalassistent, Spysenier, Industriële Spysenier, Menasiespysenier, Spysmeester, Enkelkwartierhoofkok, Huishoudster, Verversingslokaalopsiener, Spyseniersopsiener van die Sentrale Kombuis.
8.3 Klub	Gholfklubsetperkopsigter, Assistentbestuurder, Assistentontspanningsklubbestuurder, Gholfklubsekretaris, Sportklubopsiener, Superintendent van Ontspanningsklubs, Superintendent van Swembaddens.
8.4 Eiendomme en dorpe	Eiendomsbeampte, Mynuitvloeiselbeampte, Dorpsbeampte, Dorpsopsiener.
8.5 Plaas	Plaasassistent, Junior Plaasassistent, Bestuurder, Assistentbestuurder.
8.6 Tuine	Tuineopsiener, Tuinier, Assistenttuinier, Hooftuinier, Senior Tuinier, Terreinopsigter, Assistentterreinopsigter, Tuinsuperintendent van 'n Groep Myne, Tuinboukundige, Hooftuinboukundige.
8.7 Behuising	Werkeklerk, Behuisingsinspekteur, Superintendent van Behuising.
9. Ontspanning	Groepontspanningsassistent, Ontspanningsbeampte, Assistentontspanningsbeampte.
10. Dienste—Omgewingsbeheer/Ventilasie	Mikroskopis, Leerlingmikroskopis.
11. Dienste—Opmeting	Modelmaker.
11.1 Televisie	Regisseur, Tegnikus.
12. Dienste—Diverse	Ontleder, Transportradiokontroleur.
13. Besuinigingsingenieur	Diamantboorvoorman, Bogrondse Voorman, Haarstilis, Lampkameroppasser, Mynhoopbeplantingsbeampte, Herwinningsbeampte, Bedryfsnavorsingswaarnemer, Herwinningswerfondervoorman, Steenmakerysuperintendent, Diamantbooropsiener, Mynhoopopsiener, Opsiener van 'n Groep Slikdamme, Lampkameropsiener, Herwinningsopsiener, Herwinningswerfopsiener, Telemetingstelselopsiener, Timmerhoutwerf- en Steenmakeryopsiener, Timmerhoutwerfopsiener, Algemene Bogrondse Beampte, Tegniese Ouditeur.

Afdeling	*Pos*
14. Voorraad	Voorraadassistent, Voorraadboekhouassistant, Voorraadkontroleur, Voorraadrekenaardatakontroleur, Uitreiker, Hoofuitreiker, Springstofuitreiker, Lontuitreiker, Voorraaduitreiker, Subvoorraaduitreiker, Magasynoppasser, Magasynmeester, Hoof-I.M.S.-ontvanger, Voorraadontvanger, Skagmagasynopsigter, Depotmagasynmeester, Senior Assistentmagasynmeester, Senior Assistentrekeningemagasynmeester, Voorraadekspediteur, Voorraadterreinwagter, Besuinigingsvoorraadopsiener, Weegbrugopsiener.
15. Opleiding en Keuring	Administratiewe Assistentbeampte, Vakleerlingopleidingsbeampte, Aanlegtoetsbeampte, Senior Aanlegtoetsbeampte, Metallurgiese Opleidings- en Beheerbeampte, Tegniese Opleidingsbeampte, Assistent Tegniese Opleidingsbeampte, Senior Tegniese Opleidingsassistent, Assistenthoofkwekelingopleier, Bogrondse Opleidingsopsiener, Vakleerlingopleier, Assistent Tegniese Opleier, Metallurgiese Opleier, Senior Tegniese Opleier, Senior Metallurgiese Opleier.

Department	*Post*
1. All Departments	Clerk, Senior Clerk, Special Grade Clerk, Learner Official, Typist/Secretary.
2. Administrative and Finance	Accountant, Assistant Accountant, Assistant Stores Accountant, Analyst, Senior Accounts Assistant, Administrative Assistant, Time Office Assistant, Senior Time Office Assistant, Clerical Assistant, Store Account's Assistant, Auditor, Assistant Auditor, Internal Auditor, Budget Controller, Cost Controller, Data Capture Chargehand, Assistant Department Head, Administration Officer, Assistant Budget Officer, Budget Officer, Data Capture Operator, Data Preparation Operator, Senior Data Preparation Operator, Head Machine Operator, Key Station Operator, Senior Key Station Operator, Telephone Operator, Telex Operator, Terminal Operator, Paymaster, Assistant Paymaster, Cashier Paymaster, Junior Programmer, Systems Programmer, Trainee Programmer, Assistant Statistician, Shaft Statistician, Superintendent, Accounts Supervisor, Computer Operation Supervisor, Data Capture Supervisor, Data Preparation Supervisor, Data Processing Supervisor, Senior Key Station Supervisor, Print Department Supervisor, Tape Librarian, Timekeeper, Time Office Keeper, Assistant Time Keeper, Assistant Time Office Keeper, Administrative Trainee, Secretarial Trainee.
3. Drawing Office (Engineering, Geological, Planning, Survey)	Draughtsman, Draughtswomen, Assistant Draughtsman, Assistant Draughtswoman, Design Draughtsman, Design Draughtswomen, Junior Draughtsman, Junior Draughtswoman, Leading Hand Draughtsman, Leading Hand Draughtswoman, Learner Draughtsman, Senior Draughtsman, Technician Draughtsman, Trainee Draughtsman, Trainee Draughtswomen, Drawing Officer, Tracer.
4. Engineering	Operation and Research Analyst, Engineering Assistant, Senior Boiler Attendant, Water Plant Attendant, Assistant Chief Electrician, Clerk of Works, Mimic Controller, Rail Traffic Controller, Assistant Engineer, Junior Engineer, Trainee Engineer, Mine Estimator, Assistant Mine Estimator, Leading Hand Estimator, Senior Estimator, Engineering Foreman, Foreman in Mechanic's Trade, Outside Foreman, Outside Foreman in Mechanic's Trade, Township Model Maker, Surface—not in Mechanic's Trade—Model Maker, Transport Officer, Assistant Transport Officer, Rail Transport Superintendent, Salvage Yard Superintendent, Apprentice Supervisor, Compound Maintenance Supervisor, Drill Equipment Supervisor, Loco Shift Supervisor, Relining Supervisor, Sewage Plant Supervisor, Transport Supervisor, Foreman Technician, Instrument Technician, Senior Instrument Technician, Junior Instrument Technician, Winding Engine Driver.
5. Hostel/Compound	Learner Hostel Assistant, Assistant Manager, Licensed Assistant Manager, Personnel Officer, Bar Supervisor, Beer Garden Supervisor, Crusher Supervisor, Chief Supervisor, Senior Supervisor, Liquor Outlet Supervisor, Senior Liquor Outlet Supervisor, Maintenance Supervisor, Recreation Supervisor, Personnel Supervisor, Hostels Supervisor, Personnel Trainee, Hostels Trainee, Accountant, Charge Nurse, Dietician, Assistant Hospital Secretary, Health Inspector, Assistant Health Inspector, Assistant Laboratory Technician, Laboratory Technician, Senior Laboratory Technician, Male Nurse, Male Nurse Qualified, Male Nurse Unqualified, Matron, Assistant Matron, Medical Technologist, Occupational Therapist, Senior Occupational Therapist, Health Officer, Assistant Health Officer, Hospital Administration Officer, Hospital Building Maintenance Officer, Hygiene Officer, Rehabilitation Officer, Sanitation Officer, Pharmacist, Physiotherapist, Radiographer, Sister, Nursing Sister, Senior Sister, Specialist Sister, Teaching Sister, Theatre Sister, Statistician, Storekeeper, Assistant Hospital Superintendent, Assistant Medical Station Superintendent, Plant Maintenance Superintendent, Floor Supervisor, Hospital Domestic Supervisor.
6. Metallurgy	Amalgamator, Chief Amalgamator, Amalgamator/Smelter, Assistant Amalgamator/Smelter, Chief Amalgamator/Smelter, Analyst, Chemical Analyst, Assistant Chief Analyst, Senior Analyst, Technician Analyst, Assayer, Certificated Assayer, Assistant Chief Assayer, Senior Technician Assayer, Uncertificated Assayer, Laboratory Assistant, Learner Laboratory Assistant, Senior Laboratory Assistant, Technical Assistant, Chemist, Certificated Chemist, Assistant Chief Chemist, Senior Chemist, Uncertificated Chemist, Foreman, Departmental Foreman, Departmental Shift Foreman, Plant Foreman, Shift Foreman, Assistant Laboratory Technician, Senior Laboratory Technician, Laboratory Technician, Section Leader, Shift Leader, Pupil Metallurgist, Grade Officer, Grade Control Officer, Metallurgical Research Officer, Acid Plant Official, Learner Acid Plant Official, Reduction Official, Learner Reduction Official, Uranium Official, Learner Uranium Official, Technical Official, Smelter, Assistant Smelter, Chief Assistant Smelter, Department Shift Supervisor, Plant Supervisor, Shift Supervisor, Slimes Dam Supervisor.

Department	Post
7. Personnel	Manpower Assistant, Personnel Assistant, Public Relations Assistant, Personnel Officer, Departmental Personnel Officer, Assistant Chief Personnel Officer, Industrial Relations Officer, Assistant Industrial Relations Officer, Labour Officer, Assistant Public Relations Officer, Records Officer, Personnel Trainee, Social Worker, Personnel Superintendent.
8. Services—Domestic	
8.1 Accommodation	Caretaker, Boarding House Supervisor, Single Quarters Supervisor, Assistant Single Quarters Supervisor, Hostel Administrator.
8.2 Canteen and catering	Canteen Assistant, Caterer, Industrial Caterer, Mess Caterer, Catering Manager, Single Quarters Chef, Housekeeper, Canteen Supervisor, Central Kitchen Catering Supervisor.
8.3 Club	Golf Club Greenkeeper, Assistant Manager, Assistant Recreation Club Manager, Golf Club Secretary, Sports Club Supervisor, Recreation Clubs Superintendent, Swimmingbaths Superintendent.
8.4 Estates and townships	Estates Officer, Mine Effluent Officer, Township Officer, Township Supervisor.
8.5 Farm	Farm Assistant, Junior Farm Assistant, Manager, Assistant Manager.
8.6 Gardens	Gardens Supervisor, Gardener, Assistant Gardener, Head Gardener, Senior Gardener, Groundsman Assistant Groundsman, Group Mines Garden Superintendent, Horticulturist, Chief Horticulturist.
8.7 Housing	Clerk of Works, Housing Inspector, Superintendant of Housing.
9. Recreation	Group Recreation Assistant, Recreation Officer, Assistant Recreation Officer.
10. Services— Environmental Control/ Ventilation	Microscopist, Learner Microscopist.
11. Services—Survey	Model Maker.
11.1 Television	Producer, Technician.
12. Services—Various	Analyst, Transport Radio Controller.
13. Economy Engineer	Diamond Drill Foreman, Surface Foreman, Hair Stylist, Lamp-room Attendant, Dump Vegetation Officer, Salvage Officer, Operations Research Observer, Salvage Yard Chargehand, Brickyard Superintendent, Diamond Drill Supervisor, Dump Supervisor, Group Slimes Dam Supervisor, Lamp-room Supervisor, Salvage Supervisor, Salvage Yard Supervisor, Telemetry System Supervisor, Timber and Brickyard Supervisor, Timberyard Supervisor, Surface Official General, Technical Auditor.
14. Stores	Stores Assistant, Stores Accounts Assistant, Stores Controller, Stores Computer Data Controller, Issuer, Chief Issuer, Explosives Issuer, Fuse Issuer, Stores Issuer, Substores Issuer, Magazine Attendant, Magazine Master, Head I.M.S. Receiver, Stores Receiver, Shaft Storeman, Depot Storekeeper, Senior Assistant Storekeeper, Senior Assistant Accounts Storekeeper, Stores Expediter, Stores Yardsman, Economy Stores Supervisor, Weighbridge Supervisor.
15. Training and Selection	Administrative Assistant Officer, Apprentice Training Officer, Aptitude Testing Officer, Senior Aptitude Testing Officer, Metallurgical Training and Control Officer, Technical Training Officer, Assistant Technical Training Officer, Senior Technical Traning Assistant, Assistant Chief Trainee Trainer, Surface Training Supervisor, Apprentice Trainer, Assistant Technical Trainer, Metallurgical Trainer, Senior Technical Trainer, Senior Metallurgical Trainer.

(ii) Werknemers in diens as grofsmede; grofsmidboormakers (bogronds); grofsmidboorwerkers (ondergronds); grofsmidboorslypers; gietstukafwerkers; brandmeesters (bogronds); brandweermanne (bogronds); passers en dieselpassers; oondwerkers (gietery); instrumentmeganikusse, masjienwerkers (uitgesonderd houtwerk); motorwerktuigkundiges en dieselwerktuigkundiges; modelmakers; pypwerkers; spoorlêers; loodgieters; pomppassers; takelaars, tou- en draadlassers; trektouvervoerwerkers (nie by reduksiewerkevervoer nie) indien onder ingenieursafdeling; skakelbordbedieners; draaiers; wenaspassers en wenasvervoerders; rubbervoeringwerkers en plaatwerkers; ingenieursnutsmanne en ingenieurswerkers.

(iii) Werknemers in diens as afbouers, mynontsluiters, algemene mynwerkers wat in besit is van skietsertifikate, nagskofskoonmakers, vroegbeginners, skagen konstruksietimmermanne, bankwagters, skagwagters, lampmanne, lontuitreikers, wenasoprigters, mynhoopwerkers en diamantbooroperateurs.

(iv) Persone in diens as eletrisiëns (met inbegrip van algemene elektrisiëns), ankerwikkelaars, kabellassers, lynwagters en draadwerkers.

(ii) Employees employed as blacksmiths; blacksmith drill makers (surface); blacksmith drill workers (underground); blacksmith drill sharpeners; casting dressers; fire masters (surface); fire servicemen (surface); fitters and diesel fitters; furnacemen (foundry); instrument mechanicians, machinists (other than woodworking); motor mechanics and diesel mechanics; patternmakers; pipe fitters; platelayers; plumbers; pumpfitters; riggers, rope and wire splicers; rope haulage men (not on reduction works haulage) if under engineering department; switchboard attendants; turners; winchfitters and winch transporters; rubber liners and plate layers; engineering handymen and engineering operatives.

(iii) Employees employed as stopers, mine developers, general mineworkers who are in possession of blasting certificates, nightshift cleaners, early starters, shaft and construction timbermen, banksmen, shaft guards, lampsmen, fuse issuers, winch erectors, minedump workers and diamond drillers.

(iv) Persons employed as electricians (including general electricians), armature winders, cable jointers, linesmen and wiremen.

(v) Persone in diens as mynkapteins, opmeters, monsternemers, stofinspekteurs, ventilasieamptenare, studieafdelingamptenare, skofbase, skofvoormanne, skagtimmermanne, OK M ondergrondse personeel, ondergrondse arbeidskontroleurs, leerlingbeamptes, ondergrondse ingenieurs, voorman ondergrondse passers, ondergrondse voormantakelaars, voorman ondergrondse elektrisiëns, ondergrondse mediese superintendente, ondergrondse veiligheidsbeamptes, mynbestuurders en geoloë.

(15 November 1991)

KENNISGEWING 1090 VAN 1991

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN ONDERWYS EN KULTUUR

Ooreenkomstig die voorskrifte van die Staatspresident soos vervat in Goewermentskennisgewing No. No. R. 989 van 30 April 1987 word hierby bekend gemaak dat die Minister van Onderwys en Kultuur: Volksraad kragtens artikel 28 (2) van die Grondwet van die Republiek van Suid-Afrika, 1983 (Wet No. 110 van 1983), Kennisgewing 449 van 26 Junie 1987 soos gewysig deur Kennisgewing 699 van 7 Oktober 1988, Kennisgewing 1470 van 8 Desember 1989, Kennisgewing 813 van 28 September 1990 en Goewermentskennisgewing No. R. 2296 van 28 September 1990 met ingang van 18 November 1991 gewysig het deur in Bylae 1 van gemelde Kennisgewing die naam Louis van der Watt met die naam Philippus Johannes Cornelis Nel te vervang en die naam Gerald Aubrey Hosking met die naam Rudi Erwin Redinger te vervang.

(15 November 1991)

KENNISGEWING 1091 VAN 1991

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN GESONDHEIDSDIENSTE EN WELSYN

Ooreenkomstig die voorskrifte van die Staatspresident soos vervat in Goewermentskennisgewing No. R. 989 van 30 April 1987, word hierby bekend gemaak dat die Minister van Gesondheidsdienste en Welsyn: Volksraad kragtens artikel 28 (2) van die Grondwet van die Republiek van Suid-Afrika, 1983 (Wet No. 110 van 1983)—

(a) Kennisgewing 1469 van 8 Desember 1989 soos gewysig deur Kennisgewing 814 vanaf 28 September 1990 vir sover hulle op haar betrekking het, herroep het; en

(b) die bevoegdhede, werksaamhede en pligte wat ingevolge 'n wet of andersins aan haar toegewys is ten opsigte van aangeleenthede genoem in Bylae 2 hierby met ingang van 18 November 1991 opgedra het aan die Ministeriële Verteenwoordigers van die Volksraad genoem in kolom 1 van Bylae 1 hierby vir uitvoering in die gebied in kolom 2 van daardie Bylae beskryf.

(v) Persons employed as mine captains, surveyors, samplers, dust inspectors, ventilation officials, study department officials, shift bosses, shift foremen, shaft timbermen, cmc underground staff, underground labour controllers, learner officials, underground engineers, foremen underground fitters, underground foremen riggers, foremen underground electricians, underground medical superintendents, underground safety officers, mine managers and geologists.

(15 November 1991)

NOTICE 1090 OF 1991

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF EDUCATION AND CULTURE

In accordance with the directions of the Sate President as contained in Government Notice No. R. 989 of 30 April 1987, it is hereby notified that the Minister of Education and Culture: House of Assembly has under section 28 (2) of the Republic of South Africa Constitution Act, 1983 (Act No. 110 of 1983), amended with effect from 18 November 1991 Schedule 1 of Notice 449 of 26 June 1987 as amended by Notice 699 of 7 October 1988, Notice 1470 of 8 December 1989, Notice 813 of 28 September 1990 and Government Notice No. R. 2296 of 28 September 1990 by the substitution for the name Louis van der Watt of the name Philippus Johannes Cornelis Nel and for the name Gerald Aubrey Hosking of the name Rudie Erwin Redinger.

(15 November 1991)

NOTICE 1091 OF 1991

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF HEALTH SERVICES AND WELFARE

In accordance with the directions of the State President as contained in Government Notice No. R. 989 of 30 April 1991 it is hereby notified that the Minister of Health Services and Welfare: House of Assembly has under section 28 (2) of the Republic of South Africa Constitution Act, 1983 (Act No. 110 of 1983)—

(a) repealed Notice 1469 of 8 December 1989 as amended by Notice 814 of 28 September 1990 in so far as they are applicable to her; and

(b) assigned the powers, functions and duties entrusted to her in terms of any law or otherwise in respect of matters named in Schedule 2 hereto, to the Ministerial Representatives of the House of Assembly listed in column 1 of Schedule 1 hereto for execution in the areas described in column 2 of that Schedule, with effect from 18 November 1991.

BYLAE 1

Kolom 1	Kolom 2
Ministeriële Verteenwoordiger	Gebied
Philippus Johannes Cornelis Nel	provinsie die Oranje-Vrystaat.
Michael Hendrik Veldman	Noord- en Wes-Transvaal wat die volgende landdrosdistrikte insluit: Thabazimbi; Ellisras; Warmbad; Brits; Wonderboom; Pretoria; Bronkhorstspruit; Cullinan; Waterberg: Potgietersrus; Pietersburg; Soutpansberg; Messina; Letaba; Soshanguve; Marico; Lichtenburg; Delareyville; Schweizer-Reneke; Bloemhof; Christiana; Wolmaransstad; Klerksdorp; Potchefstroom; Coligny; Ventersdorp; Koster; Rustenburg; Swartruggens en Phalaborwa.
Lucas Johannes Nel	Suid- en Oos-Transvaal wat die volgende landdrosdistrikte insluit: Alberton; Benoni; Boksburg; Brakpan; Delmas; Germiston; Heidelburg; Johannesburg; Krugersdorp; Kempton Park; Nigel; Oberholzer; Randburg; Randfontein; Roodepoort; Springs; Vanderbijlpark; Vereeniging; Westonaria; Balfour; Standerton; Volksrust; Wakkerstroom; Piet Retief; Amersfoort; Ermelo; Bethal; Hoëveldrif; Witbank; Middelburg; Groblersdal; Belfast; Lydenburg; Pilgrim's Rest; Witrivier; Barberton; Nelspruit; Waterval Boven en Carolina.
Rufus Dercksen	Oos- en Noord-Kaapland wat die volgende landdrosdistrikte insluit: Humansdorp; Joubertina; Willowmore; Aberdeen; Steytlerville; Hankey; Uitenhage; Port Elizabeth; Kirkwood; Jansenville; Graaff-Reinet; Middelburg; Cradock; Pearston; Somerset-Oos; Alexandria; Bathurst; Albanie; Bedford; Adelaide; Fort Beaufort; Stockenström; Tarkastad; Queenstown; Cathcart; Stutterheim; King William's Town; Komga; Oos-Londen; Hofmeyr; Steynsburg; Venterstad; Albert; Molteno; Sterkstroom; Aliwal-Noord; Woodehouse; Indwe; Elliot; Maclear; Barkly-Oos; Lady Grey; Grodonia; Kenhardt; Carnarvon; Prieska; Britstown; Richmond; Hanover; Noupoort; Colesberg; De Aar; Philipstown; Hopetown; Hay; Herbert; Kimberley; Postmasburg; Barkly-Wes; Warrenton; Hartswater; Vryburg en Kuruman.
Jacobus Theron Albertyn	Suidwes-Kaapland wat die volgende landdrosdistrikte insluit: Namakwaland; Calvinia; Williston; Fraserburg; Victoria-Wes; Murraysburg; Beaufort-Wes; Prince Albert; Oudtshoorn; Uniondale; Knysna; Vanrhynsdorp; Vredendal; Clanwilliam; Sutherland; Vredenburg; Hopefield; Piketberg; Malmesbury; Tulbagh; Ceres; Laingsburg; Calitzdorp; Ladismith; Swellendam; Montagu; Worcester; Robertson; Wellington; Paarl; Bellville; Goodwood; Wynberg; Simonstad; Somerset-Wes; Strand; Caledon; Hermanus; Bredasdorp; Heidelberg; Riversdal; Mosselbaai; George; Stellenbosch; Kuilsrivier; Kaap en Walvisbaai.
Rudi Erwin Redinger	provinsie Natal.

SCHEDULE 1

Column 1	Column 2
Ministerial Representative	Area
Philippus Johannes Cornelis Nel	Province of the Orange Free State.
Michael Hendrik Veldman	Northern and Western Transvaal which includes the following magisterial districts: Thabazimbi, Ellisras; Warmbaths; Brits; Wonderboom; Pretoria; Bronkhorstspruit; Cullinan; Waterberg; Potgietersrus; Pietersburg; Soutpansberg; Messina; Letaba; Soshanguve; Marico; Lichtenburg; Delareyville; Schweizer-Reneke; Bloemhof; Christiana; Wolmaransstad; Klerksdorp; Potchefstroom; Coligny; Ventersdorp; Koster; Rustenburg; Swartruggens and Phalaborwa.
Lucas Johannes Nel	Southern and Eastern Transvaal which includes the following magisterial districts: Alberton; Benoni; Boksburg; Brakpan; Delmas; Germiston; Heidelburg; Johannesburg; Krugersdorp; Kempton Park; Nigel; Oberholzer; Randburg; Randfontien; Roodepoort; Springs; Vanderbijlpark; Vereeniging; Westonaria; Balfour; Standerton; Volksrust; Wakkerstroom; Piet Retief; Amersfoort; Ermelo; Bethal; Highveld Ridge; Witbank; Middelburg; Groblersdal; Belfast; Lydenburg; Pilgrim's Rest; White River; Barberton; Nelspruit; Waterval Boven and Carolina.
Rufus Dercksen	Eastern and Northern Cape which includes the following magisterial districts: Humansdorp; Joubertina; Willowmore; Aberdeen; Steytlerville; Hankey; Uitenhage; Port Elizabeth; Kirkwood; Jansenville; Graaff-Reinet; Middelburg; Cradock; Pearston; Somerset East; Alexandria; Bathurst; Albany; Bedford; Adelaide; Fort Beaufort; Stockenström; Tarkastad; Queenstown; Cathcart; Stutterheim; King William's Town; Komga; East London; Hofmeyr; Steynsburg; Venterstad; Albert; Molteno; Sterkstroom; Aliwal North; Woodehouse; Indwe; Elliot; Maclear; Barkly East; Lady Grey; Grodonia; Kenhardt; Carnarvon; Prieska; Britstown; Richmond; Hanover; Noupoort; Colesberg; De Aar; Philipstown; Hopetown; Hay; Herbert; Kimberley; Postmasburg; Barkly West; Warrenton; Hartswater; Vryburg and Kuruman.

Column 1	Column 2
Ministerial Representative	Area
Jacobus Theron Albertyn	South-Western Cape which includes the following magestireial districts; Namakwaland; Calvinia; Williston; Fraserburg; Victoria West; Murraysburg; Beaufort West; Prince Albert; Oudtshoorn; Uniondale; Knysna; Vanrhynsdorp; Vredendal; Clanwilliam; Sutherland; Vredenburg; Hopefield; Piketberg; Malmesbury; Tulbagh; Ceres; Laingsburg; Calitzdorp; Ladismith; Swellendam; Montagu; Worcester; Robertson; Wellington; Paarl; Bellville; Goodwood; Wynberg; Simonstown; Somerset West; Strand; Caledon; Hermanus; Bredasdorp; Heidelberg; Riversdal; Mossel Bay; George; Stellenbosch; Kuils River; Cape and Walvis Bay.
Rudi Erwin Redinger	Province of Natal.

BYLAE 2

BEVOEGDHEDE, WERKSAAMHEDE EN PLIGTE OPGEDRA AAN MINISTERIËLE VERTEENWOORDIGERS VAN DIE VOLKSRAAD KRAGTENS ARTIKEL 28 (2) VAN DIE GRONDWET VAN DIE REPUBLIEK VAN SUID-AFRIKA, 1983 (WET No. 110 van 1983)

Wet en artikel	Beskrywing van bevoegdhede, werksaamhede en pligte
1. **Nasionale Welsynswet, 1978 (Wet 100 van 1978)**	
Artikel 12	Oorweging en goedkeuring van welsynsprogramme, oplê van voorwaardes en terugverwysing van welsynsprogram.
Artikel 15	Aanstelling van appèlkomitees waar daar geapelleer word teen 'n beslissing van 'n streekwelsynsraad.
2. **Wet op Bejaarde Persone, 1967 (Wet 81 van 1967)**	
Artikel 3 (3) (a)	Oorweging van aansoek om registrasie van ouetehuis, toestaan of afwys van aansoek en lasgewing dat registrasiesertifikaat aan aansoeker uitgereik word.
3. **Wet op Kindersorg, 1983 (Wet 74 van 1983)**	
Artikel 8 (3)	Magtiging vir die publikasie van inligting oor kinderhofverrigtinge.
Artikel 52	Verlening van toestemming vir die verwydering van 'n pleegkind of leerling uit die Republiek.
4. **Wet op Maatskaplike Pensioene, 1973 (Wet 37 van 1973)**	
Artikel 8	Hantering van 'n appèl aangaande 'n beslissing of handeling betreffende maatskaplike pensioene van persone in die betrokke streek.
5. **Ordonnansie op Provinsiale Hospitale (Natal), 1961 (Ordonnansie 13 van 1961)**	
Artikel 6 (1)	Instelling van ambulans- en hospitaalrade.
Artikel 6 (3) (a)	Bepaling van ledetal van raad.
Artikel 6 (3) (b)	Aanstelling van lede van raad.
Artikel 6 (3) (c)	Aanwysing van voorsitter.
Artikel 6 (3A) (b)	Vulling van 'n vakature.
Artikel 6 (4)	Afskaffing van raad, verhoging of verlaging van ledetal en beëindiging van ampstermyn van lid.
6. **Ordonnansie op Hospitale (Transvaal), 1958 (Ordonnansie 14 van 1958)**	
Artikel 15 (1)	Instelling van hospitaalrade en toewysing van naam aan raad.
Artikel 15 (2) (a)	Vasstelling van lede van raad.
Artikel 15 (2) (b)	Spesifiseer hospitaal waarvoor raad ingestel is.
Artikel 15 (3)	Afskaffing van raad, instelling van addisionele rade, vermeerdering of vermindering van ledetal van 'n raad en oorplasing van 'n provinsiale hospitaal van een raad na 'n ander raad.
Artikel 16	Aanstelling van lede van 'n raad.
Artikel 19	Vulling van 'n vakature.
Artikel 20 (1)	Beëindiging van ampstermyn van lede.
Artikel 20 (3) (a)	Aanstelling van lede indien die ampstermyn van vorige lede beëindig is
Artikel 20 (3) (b)	Aanstelling van 'n voorlopige raad.
Artikel 20 (6)	Aanstelling van lede van nuwe raad.
Artikel 20 (7)	Aanstelling van persoon om regte, bevoegdhede, pligte of werksaamhede van 'n raad wat nie kan funksioneer nie, uit te voer.

Wet en artikel	Beskrywing van bevoegdhede, werksaamhede en pligte
7. Ordonnansie op Hospitale (Oranje-Vrystaat), 1971 (Ordonnansie 8 van 1971)	
Artikel 4 (1)	Instelling van hospitaalraad.
Artikel 4 (2)	Instelling van hospitaalraad vir 'n groep hospitale, oorplasing van hospitaal van een hospitaalraad na 'n ander hospitaalraad en afskaffing van hospitaalraad.
Artikel 5 (1)	Aanstelling van lede van hospitaalraad.
Artikel 5 (2)	Bepaling en beëindiging van ampstermyn.
Artikel 5 (5)	Vulling van vakature.
Artikel 5 (6)	Bevoegdheid om te besluit of 'n lid van 'n raad ophou om sodanige lid te wees.
Artikel 7	Aanwysing van voorsitter.
Artikel 12 (2)	Ontheffing van 'n lid van 'n raad uit sy amp.
8. Ordonnansie op Hospitale (Kaap), 1946 (Ordonnansie 18 van 1946)	
Artikel 24 (1)	Aanstelling van hospitaalraad.
Artikel 25	Aanstelling van lede van hospitaalraad.
Artikel 26	Vulling van 'n vakature.

SCHEDULE 2

POWERS, FUNCTIONS AND DUTIES ASSIGNED TO THE MINISTERIAL REPRESENTATIVES OF THE HOUSE OF ASSEMBLY UNDER SECTION 28 (2) OF THE REPUBLIC OF SOUTH AFRICA CONSTITUTION ACT, 1983 (ACT No. 110 OF 1983)

Act and section	Description of powers, functions and duties
1. **National Welfare Act, 1978 (Act 100 of 1978)**	
Section 12	Consideration and approval of welfare programmes, imposition of conditions and referring back of welfare programme.
Section 15	Appointment of appeal committees when an appeal is lodged against a decision of a regional welfare board.
2. **Aged Persons Act, 1967 (Act 81 of 1967)**	
Section 3 (3) (a)	Consideration of application for registration of home for the aged, grant or refuse application and direction that a registration certificate be issued to the applicant.
3. **Child Care Act, 1983 (Act 74 of 1983)**	
Section 8 (3)	Authorisation for the publication of information in respect of proceedings in a children's court.
Section 52	Granting of approval for the removal of a foster child or pupil from the Republic.
4. **Social Pensions Act, 1973 (Act 37 of 1973)**	
Section 8	Handling of an appeal against a decision or action relating to social pensions in the area concerned.
5. **Provincial Hospitals Ordinance (Natal), 1961 (Ordinance 13 of 1961)**	
Section 6 (1)	Constitution of ambulance and hospital boards.
Section 6 (3) (a)	Determination of number of members of board.
Section 6 (3) (b)	Appointment of members of board.
Section 6 (3) (c)	Nomination of chairman.
Section 6 (3A) (b)	Filling of a vacancy.
Section 6 (4)	Disestablishment of board, increase or decrease of the number of members and termination of the period of office of a member.
6. **Hospitals Ordinance (Transvaal), 1958 (Ordinance 14 of 1958)**	
Section 15 (1)	Constitution of hospital boards and assignment of a name to a board.
Section 15 (2) (a)	Determination of the number of members of board.
Section 15 (2) (b)	Specify hospital for which a board was constituted.
Section 15 (3)	Disestablishment of board, constitution of additional boards, increase or decrease the number of members of a board and transfer of a provincial hospital from one board to another board.
Section 16	Appointment of members of hospital board.
Section 19	Filling of a vacancy.
Section 20 (1)	Termination of period of office of members.
Section 20 (3) (a)	Appointment of members if the period of office of the previous members has been terminated.
Section 20 (3) (b)	Appointment of a provisional board.
Section 20 (6)	Appointment of members of new board.
Section 20 (7)	Appointment of persons to carry out the rights, powers, duties or functions of a board which cannot function.

Act and section	Description of powers, functions and duties
7. Hospitals Ordinance (Orange Free State), 1971 (Ordinance 8 of 1971)	
Section 4 (1)	Establishment of hospital board.
Section 4 (2)	Establishment of hospital board for a group of hospitals, transfer of a hospital from one hospital board to another hospital board and abolishment of a hospital board.
Section 5 (1)	Appointment of members of a board.
Section 5 (2)	Determination and termination of period of office.
Section 5 (5)	Filling of a vacancy.
Section 5 (6)	Power to decide whether a member of a board ceases to be such member.
Section 7	Appointment of chairman.
Section 12 (2)	Dismissal of a member of a board from his office.
8. Hospitals Ordinance (Cape), 1946 (Ordinance 18 of 1946)	
Section 24 (1)	Appointment of hospital board.
Section 25	Appointment of members of hospital board.
Section 26	Filling of a vacancy.

(15 November 1991)

KENNISGEWING 1092 VAN 1991

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN LANDBOU-ONTWIKKELING

Ooreenkomstig die voorskrifte van die Staatspresident soos vervat in Goewermentskennisgewing No. R. 989 van 30 April 1987 word hierby bekend gemaak dat die Minister van Landbou-ontwikkeling: Volksraad kragtens artikel 28 (2) van die Grondwet van die Republiek van Suid-Afrika, 1983 (Wet No. 110 van 1983), Kennisgewing 450 van 26 Junie 1987 soos gewysig deur Kennisgewing 437 van 1 Julie 1988, Kennisgewing 1468 van 8 Desember 1989 en Kennisgewing 812 van 28 September 1990, met ingang van 18 November 1991 gewysig het deur in Bylae 1 van gemelde Kennisgewing die naam Louis van der Watt met die naam Philippus Johannes Cornelis Nel te vervang en die naam Gerald Aubrey Hosking met die naam Rudi Erwin Redinger te vervang.

(15 November 1991)

KENNISGEWING 1093 VAN 1991

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN PLAASLIKE BESTUUR, BEHUISING EN WERKE

In ooreenstemming met die voorskrifte van die Staatspresident soos vervat in Goewermentskennisgewing No. R. 989 van 30 April 1987, word hierby bekend gemaak dat die Minister van Behuising en Werke: Volksraad kragtens artikel 28 (2) van die Grondwet van die Republiek van Suid-Afrika, 1983 (Wet No. 110 van 1983)—

(a) Kennisgewing 1469 van 8 Desember 1989 soos gewysig deur Kennisgewing 814 van 28 September 1990 vir sover hulle op hom betrekking het, herroep het; en

(b) die bevoegdhede, werksaamhede en pligte wat ingevolge 'n wet of andersins aan hom toegewys is, ten opsigte van daardie bepalings van wette genoem in Bylae 2 hierby met ingang van 18 November 1991 opgedra het aan die Ministeriële Verteenwoordigers van die Volksraad genoem in kolom 1 van Bylae 1 hierby vir uitoefening of verrigting in die gebiede in kolom 2 van daardie Bylae beskryf.

NOTICE 1092 OF 1991

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF AGRICULTURAL DEVELOPMENT

In accordance with the directions of the State President as contained in Government Notice No. R. 989 of 30 April 1987, it is hereby notified that the Minister of Agricultural Development: House of Assembly has under section 28 (2) of the Republic of South Africa Constitution Act, 1983 (Act No. 110 of 1983), amended with effect from 18 November 1991 Schedule 1 of Notice 450 of 26 June 1987 as amended by Notice 437 of 1 July 1988, Notice 1468 of 8 December 1989 and Notice 812 of 28 September 1990 by the substitution for the name Louis van der Watt of the name Philippus Johannes Cornelis Nel and the name Gerald Aubrey Hosking of the name Rudi Erwin Redinger.

(15 November 1991)

NOTICE 1093 OF 1991

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF LOCAL GOVERNMENT, HOUSING AND WORKS

In accordance with the directions of the State President as contained in Government Notice No. R. 989 of 30 April 1987 it is hereby notified that the Minister of Housing and Works: House of Assembly has under section 28 (2) of the Republic of South Africa Constitution Act, 1983 (Act No. 110 of 1983)—

(a) repealed Notice 1469 of 8 December 1989 as amended by Notice 814 of 28 September 1990 in so far as they are applicable to him; and

(b) assigned the powers, functions and duties entrusted to him in terms of any law or otherwise in respect of those provisions of laws named in Schedule 2 hereto, to the Ministerial Representatives of the House of Assembly listed in column 1 of Schedule 1 hereto for execution or performance in the areas described in column 2 of that Schedule, with effect from 18 November 1991.

BYLAE 1

Kolom 1	Kolom 2
Ministeriële Verteenwoordiger	Gebied
Philippus Johannes Cornelis Nel	provinsie die Oranje-Vrystaat.
Michael Hendrik Veldman	Noord- en Wes-Transvaal wat die volgende landdrosdistrikte insluit: Thabazimbi; Ellisras; Warmbad; Brits; Wonderboom; Pretoria; Bronkhorstspruit; Cullinan; Waterberg; Potgietersrus; Pietersburg; Soutpansberg; Messina; Letaba; Soshanguve; Marico; Lichtenburg; Delareyville; Schweizer-Reneke; Bloemhof; Christiana; Wolmaransstad; Klerksdorp; Potchefstroom; Coligny; Ventersdorp; Koster; Rustenburg; Swartruggens en Phalaborwa.
Lucas Johannes Nel	Suid- en Oos-Transvaal wat die volgende landdrosdistrikte insluit: Alberton; Benoni; Boksburg; Brakpan; Delmas; Germiston; Heidelberg; Johannesburg; Krugersdorp; Kempton Park; Nigel; Oberholzer; Randburg; Randfontein; Roodepoort; Springs; Vanderbijlpark; Vereeniging; Westonaria; Balfour; Standerton; Volksrust; Wakkerstroom; Piet Retief; Amersfoort; Ermelo; Bethal; Hoëveldrif; Witbank; Middelburg; Groblersdal; Belfast; Lydenburg; Pilgrim's Rest; Witrivier; Barberton; Nelspruit; Waterval Boven en Carolina.
Rufus Dercksen	Oos- en Noord-Kaapland wat die volgende landdrosdistrikte insluit: Humansdorp; Joubertina; Willowmore; Aberdeen; Steytlerville; Hankey; Uitenhage; Port Elizabeth; Kirkwood; Jansenville; Graaff-Reinet; Middelburg; Cradock; Pearston; Somerset-Oos; Alexandria; Bathurst; Albanie; Bedford; Adelaide; Fort Beaufort; Stockenström; Tarkastad; Queenstown; Cathcart; Stutterheim; King William's Town; Komga; Oos-Londen; Hofmeyr; Steynsburg; Venterstad; Albert; Molteno; Sterkstroom; Aliwal-Noord; Wodehouse; Indwe; Elliot; Maclear; Barkly-Oos; Lady Grey; Gordonia; Kenhardt; Carnarvon; Prieska; Britstown; Richmond; Hanover; Noupoort; Colesberg; De Aar; Philipstown; Hopetown; Hay; Herbert; Kimberley; Postmasburg; Barkly-Wes; Warrenton; Hartswater; Vryburg en Kuruman.
Jacobus Theron Albertyn	Suidwes-Kaapland wat die volgende landdrosdistrikte insluit: Namakwaland; Calvinia; Williston; Fraserburg; Victoria-Wes; Murraysburg; Beaufort-Wes; Prince Albert; Oudtshoorn; Uniondale; Knysna; Vanrhynsdorp; Vredendal; Clanwilliam; Sutherland; Vredenburg; Hopefield; Piketberg; Malmesbury; Tulbagh; Ceres; Laingsburg; Calitzdorp; Ladismith; Swellendam; Montagu; Worcester; Robertson; Wellington; Paarl; Bellville; Goodwood; Wynberg; Simonstad; Somerset-Wes; Strand; Caledon; Hermanus; Bredasdorp; Heidelberg; Riversdal; Mosselbaai; George; Stellenbosch; Kuilsrivier; Kaap en Walvisbaai.
Rudi Erwin Redinger	provinsie Natal.

SCHEDULE 1

Column 1	Column 2
Ministerial Representative	Area
Philippus Johannes Cornelis Nel	Province of the Orange Free State.
Michael Hendrik Veldman	Northern and Western Transvaal which includes the following magisterial districts: Thabazimbi; Ellisras; Warmbaths; Brits; Wonderboom; Pretoria; Bronkhorstspruit; Cullinan; Waterberg; Potgietersrus; Pietersburg; Soutpansberg; Messina; Letaba; Soshanguve; Marico; Lichtenburg; Delareyville; Schweizer-Reneke; Bloemhof; Christiana; Wolmaransstad; Klerksdorp; Potchefstroom; Coligny; Ventersdorp; Koster; Rustenburg; Swartruggens en Phalaborwa.
Lucas Johannes Nel	Southern and Eastern Transvaal which includes the following magisterial districts: Alberton; Benoni; Boksburg; Brakpan; Delmas; Germiston; Heidelberg; Johannesburg; Krugersdorp; Kempton Park; Nigel; Oberholzer; Randburg; Randfontein; Roodepoort; Springs; Vanderbijlpark; Vereeniging; Westonaria; Balfour; Standerton; Volksrust; Wakkerstroom; Piet Retief; Amersfoort; Ermelo; Bethal; Highveld Ridge; Witbank; Middelburg; Groblersdal; Belfast; Lydenburg; Pilgrim's Rest; White River; Barberton; Nelspruit; Waterval Boven and Carolina.
Rufus Dercksen	Eastern and Northern Cape which includes the following magisterial districts: Humansdorp; Joubertina; Willowmore; Aberdeen; Steytlerville; Hankey; Uitenhage; Port Elizabeth; Kirkwood; Jansenville; Graaff-Reinet; Middelburg; Cradock; Pearston; Somerset East; Alexandria; Bathurst; Albany; Bedford; Adelaide; Fort Beaufort; Stockenström; Tarkastad; Queenstown; Cathcart; Stutterheim; King William's Town; Komga; East London; Hofmeyr; Steynsburg; Venterstad; Albert; Moteno; Sterkstroom; Aliwal North; Wodehouse; Indwe; Elliot; Maclear; Barkly East; Lady Grey; Gordonia; Kenhardt; Carnarvon; Prieska; Britstown; Richmond; Hanover; Noupoort; Colesberg; De Aar; Philipstown; Hopetown; Hay; Herbert; Kimberley; Postmasburg; Barkly West; Warrenton; Hartswater; Vryburg and Kuruman.

Column 1	Column 2
Ministerial Representative	Area
Jacobus Theron Albertyn	South-Western Cape which includes the following magisterial districts: Namakwaland; Calvinia; Williston; Fraserburg; Victoria West; Murraysburg; Beaufort West; Prince Albert; Oudtshoorn; Uniondale; Knysna; Vanrhynsdorp; Vredendal; Clanwilliam; Sutherland; Vredenburg; Hopefield; Piketberg; Malmesbury; Tulbagh; Ceres; Laingsburg; Calitzdorp; Ladismith; Swellendam; Montagu; Worcester; Robertson; Wellington; Paarl; Bellville; Goodwood; Wynberg; Simonstown; Somerset West; Strand; Caledon; Hermanus; Bredasdorp; Heidelberg; Riversdal; Mossel Bay; George; Stellenbosch; Kuilsrivier; Cape and Walvis Bay.
Rudi Erwin Redinger	Province of Natal.

BYLAE 2

BEVOEGDHEDE, WERKSAAMHEDE EN PLIGTE OPGEDRA AAN MINISTERIËLE VERTEENWOORDIGERS VAN DIE VOLKSRAAD KRAGTENS ARTIKEL 28 (2) VAN DIE GRONDWET VAN DIE REPUBLIEK VAN SUID-AFRIKA, 1983 (WET No. 110 VAN 1983)

WET EN BEPALING

1. **Wet op Huurbeheer, 1976 (Wet No. 80 van 1976).**
   Artikel 51 (g).
2. **Wet op Ontwikkeling en Behuising, 1985 (Wet No. 103 van 1985).**
   Artikel 8 (2) en (3).
   Artikel 10 (2) (b) en (c).
   Artikel 20 (1).
   Artikel 24 (2).
   Artikel 25 (1).
   Artikel 26 (2) (b).
   Artikel 27.
   Artikel 28.
   Artikel 41.
   Artikel 42.
   Artikel 43.
   Artikel 47 (5).
   Artikel 54 (3) (b) en (c).
   Artikel 55 (1).
   Artikel 56 (1).
   Artikel 57.

(15 November 1991)

SCHEDULE 2

POWERS, FUNCTIONS AND DUTIES ASSIGNED TO THE MINISTERIAL REPRESENTATIVES OF THE HOUSE OF ASSEMBLY UNDER SECTION 28 (2) OF THE REPUBLIC OF SOUTH AFRICA CONSTITUTION ACT, 1983 (ACT No. 110 OF 1983)

ACT AND PROVISION

1. **Rent Control Act, 1976 (Act No. 80 of 1976).**
   Section 51 (g).
2. **Development and Housing Act, 1985 (Act No. 103 of 1985).**
   Section 8 (2) and (3).
   Section 10 (2) (b) and (c).
   Section 20 (1).
   Section 24 (2).
   Section 25 (1).
   Section 26 (2) (b).
   Section 27.
   Section 28.
   Section 41.
   Section 42.
   Section 43.
   Section 47 (5).
   Section 54 (3) (b) and (c).
   Section 55 (1).
   Section 56 (1).
   Section 57.

(15 November 1991)

KENNISGEWING 1094 VAN 1991

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN BEGROTINGS- EN ONDERSTEUNINGSDIENSTE

Ooreenkomstig die voorskrifte van die Staatspresident soos vervat in Goewermentskennisgewing No. R. 989 van 30 April 1987, word hierby bekend gemaak dat die Minister van Begroting: Volksraad kragtens artikel 28 (2) van die Grondwet van die Republiek van Suid-Afrika, 1983 (Wet No. 110 van 1983)—

(a) Kennisgewing 1471 van 8 Desember 1987 soos gewysig deur Kennisgewing 218 van 9 Februarie 1990, Kennisgewing 810 van 28 September 1990 en Kennisgewing 624 van 28 Maart 1991 vir sover hulle op hom betrekking het, herroep het; en

(b) die bevoegdhede, werksaamhede en pligte wat ingevolge 'n wet of andersins aan hom toegewys is ten opsigte van daardie bepalings van wette genoem in Bylae 2 hierby met ingang van 18 November 1991 opgedra het aan die Ministeriële Verteenwoordigers van die Volksraad genoem in kolom 1, van Bylae 1 hierby vir uitoefening of verrigting in die gebiede in kolom 2 van daardie Bylae beskryf.

NOTICE 1094 OF 1991

ADMINISTRATION: HOUSEOF ASSEMBLY

DEPARTMENT OF BUDGETARY AND AUXILIARY SERVICES

In accordance with the directions of the State President as contained in Government Notice No. R. 989 of 30 April 1987, it is hereby notified that the Minister of the Budget: House of Assembly has under section 28 (2) of the Republic of South Africa Constitution Act, 1983 (Act No. 110 of 1983)—

(a) repealed Notice 1471 of 8 December 1987 as amended by Notice 218 of 9 February 1990, Notice 810 of 28 September 1990 and Notice 624 of 28 March 1991 in so far as they apply to him; and

(b) assigned the powers, functions and duties entrusted to him in terms of any law or otherwise in respect of those provisions of laws named in Schedule 2 hereto, to the Ministerial Representatives of the House of Assembly listed in column 1 of Schedule 1 hereto for execution or performance in the areas described in column 2 of that Schedule, with effect from 18 November 1991.

BYLAE 1

Kolom 1	Kolom 2
Ministeriële Verteenwoordiger	Gebied
Philippus Johannes Cornelis Nel	provinsie die Oranje-Vrystaat.
Michael Hendrik Veldman	Noord- en Wes-Transvaal wat die volgende landdrosdistrikte insluit: Thabazimbi; Ellisras; Warmbad; Brits; Wonderboom; Pretoria; Bronkhorstspruit; Cullinan; Waterberg; Potgietersrus; Pietersburg; Soutpansberg; Messina; Letaba; Soshanguve; Marico; Lichtenburg; Delareyville; Schweizer-Reneke; Bloemhof; Christiana; Wolmaransstad; Klerksdorp; Potchefstroom; Coligny; Ventersdorp; Koster; Rustenburg; Swartruggens en Phalaborwa.
Lucas Johannes Nel	Suid- en Oos-Transvaal wat die volgende landdrosdistrikte insluit: Alberton; Benoni; Boksburg; Brakpan; Delmas; Germiston; Heidelberg; Johannesburg; Krugersdorp; Kempton Park; Nigel; Oberholzer; Randburg; Randfontein; Roodepoort; Springs; Vanderbijlpark; Vereeniging; Westonaria; Balfour; Standerton; Volksrust; Wakkerstroom; Piet Retief; Amersfoort; Ermelo: Bethal; Hoëveldrif; Witbank; Middelburg; Groblersdal; Belfast; Lydenburg; Pilgrim's Rest; Witrivier; Barberton; Nelspruit; Waterval Boven en Carolina.
Rufus Dercksen	Oos- en Noord-Kaapland wat die volgende landdrosdistrikte insluit: Humansdorp; Joubertina; Willowmore; Aberdeen; Steytlerville; Hankey; Uitenhage; Port Elizabeth; Kirkwood; Jansenville; Graaff-Reinet; Middelburg; Cradock; Pearston; Somerset-Oos; Alexandria; Bathurst; Albanie; Bedford; Adelaide; Fort Beaufort; Stockenström; Tarkastad; Queenstown; Cathcart; Stutterheim; King William's Town; Komga; Oos-Londen; Hofmeyr; Steynsburg; Venterstad; Albert; Molteno; Sterkstroom; Aliwal-Noord; Wodehouse; Indwe; Elliot; Maclear; Barkly-Oos; Lady Grey; Gordonia; Kenhardt; Carnarvon; Prieska; Britstown; Richmond; Hanover; Noupoort; Colesberg; De Aar; Philipstown; Hopetown; Hay; Herbert; Kimberley; Postmasburg; Barkly-Wes; Warrenton; Hartswater; Vryburg en Kuruman.
Jacobus Theron Albertyn	Suidwes-Kaapland wat die volgende landdrosdistrikte insluit: Namakwaland; Calvinia; Williston; Fraserburg; Victoria-Wes; Murraysburg; Beaufort-Wes; Prince Albert; Oudtshoorn; Uniondale; Knysna; Vanrhynsdorp; Vredendal; Clanwilliam; Sutherland; Vredenburg; Hopefield; Piketberg; Malmesbury; Tulbagh; Ceres; Laingsburg; Calitzdorp; Ladismith; Swellendam; Montagu; Worcester; Robertson; Wellington; Paarl; Bellville; Goodwood; Wynberg; Simonstad; Somerset-Wes; Strand; Caledon; Hermanus; Bredasdorp; Heidelberg; Riversdal; Mosselbaai; George; Stellenbosch; Kuilsrivier; Kaap en Walvisbaai.
Rudi Erwin Redinger	provinsie Natal.

SCHEDULE 1

Column 1	Column 2
Ministerial Representative	Area
Philippus Johannes Cornelis Nel	Province of the Orange Free State.
Michael Hendrik Veldman	Northern and Western Transvaal which includes the following magisterial districts: Thabazimbi; Ellisras; Warmbaths; Brits; Wonderboom; Pretoria; Bronkhorstspruit; Cullinan; Waterberg; Potgietersrus; Pietersburg; Soutpansberg; Messina; Letaba; Soshanguve; Marico; Lichtenburg; Delareyville; Scheizer-Reneke; Bloemhof; Christiana; Wolmaransstad; Klerksdorp; Potchefstroom; Coligny; Ventersdorp; Koster; Rustenburg; Swartruggens and Phalaborwa.
Lucas Johannes Nel	Southern and Eastern Transvaal which includes the following magisterial districts: Alberton; Benoni; Boksburg; Brakpan; Delmas; Germiston; Heidelberg; Johannesburg; Krugersdorp; Kempton Park; Nigel; Oberholzer; Randburg; Randfontein; Roodepoort; Springs; Vanderbijlpark; Vereeniging; Westonaria; Balfour; Standerton; Volksrust; Wakkerstroom; Piet Retief; Amersfoort; Ermelo; Bethal; Highveld Ridge; Witbank; Middelburg; Groblersdal; Belfast; Lydenburg; Pilgrim's Rest; White River; Barberton; Nelspruit; Waterval Boven and Carolina.
Rufus Dercksen	Eastern and Northern Cape which includes the following magisterial districts: Humansdorp; Joubertina; Willomore; Aberdeen; Steytlerville; Hankey; Uitenhage; Port Elizabeth; Kirkwood; Jansenville; Graaff-Reinet; Middelburg; Cradock; Pearston; Somerset East; Alexandria; Bathurst; Albany; Bedford; Adelaide; Fort Beaufort; Stockenström; Tarkastad; Queenstown; Cathcart; Stutterheim; King William's Town; Komga; East London; Hofmeyr; Steynsburg; Venterstad; Albert; Molteno; Sterkstroom; Aliwal North; Wodehouse; Indwe; Elliot: Maclear; Barkly East; Lady Grey; Gordonia; Kenhardt; Carnarvon; Prieska; Britstown; Richmond; Hanover; Noupoort; Colesberg; De Aar; Philipstown; Hopetown; Hay; Herbert; Kimberley; Postmasburg; Barkly West; Warrenton; Hartswater; Vryburg and Kuruman.

Column 1	Column 2
Ministerial Representative	Area
Jacobus Theron Albertyn	South Western Cape which includes the following magisterial districts: Namakwaland; Calvinia; Williston; Fraserburg; Victoria West; Murraysburg; Beaufort West; Prince Albert; Oudtshoorn; Unindale; Knysna; Vanrhynsdorp; Vredendal; Clanwilliam; Sutherland; Vredenburg; Hopefield; Piketberg; Malmesburg; Tulbagh; Ceres; Laingsburg; Calitzdorp; Ladismith; Swellendam; Montagu; Worcester; Robertson; Wellington; Paarl; Bellville; Goodwood; Wynberg; Simon's Town; Somerset West; Strand; Caledon; Hermanus; Bredasdorp; Heidelberg; Riversdal; Mossel Bay; George; Stellenbosch; Kuilsrivier; Cape and Walvis Bay.
Rudi Erwin Redinger	The Province of Natal.

BYLAE 2

BEVOEGDHEDE, WERKSAAMHEDE EN PLIGTE OPGEDRA AAN MINISTERIËLE VERTEENWOORDIGERS VAN DIE VOLKSRAAD KRAGTENS ARTIKEL 28 (2) VAN DIE GRONDWET VAN DIE REPUBLIEK VAN SUID-AFRIKA, 1983 (WET No. 110 VAN 1983)

WET EN BEPALING

1. Staatsdienswet, 1984 (Wet No. 111 van 1984).

Artikel 15 (4).

Artikel 15 (5A) (a).

Artikel 16 (5) (b).

2. Staatsdiensregulasies.

Regulasie A13.2 (b).

Regulasie A13.2 (c).

Regulasie A13.4.

3. Skatkiswet, 1975 (Wet No. 66 van 1975).

Artikel 34 (6).

Artikel 37.

(15 November 1991)

SCHEDULE 2

POWERS, FUNCTIONS AND DUTIES ASSIGNED TO THE MINISTERIAL REPRESENTATIVES OF THE HOUSE OF ASSEMBLY UNDER SECTION 28 (2) OF THE REPUBLIC OF SOUTH AFRICA CONSTITUTION ACT, 1983 (ACT No. 110 OF 1983)

LAW AND PROVISION

1. Public Service Act, 1984 (Act No. 111 of 1984).

Section 15 (4).

Section 15 (5A) (a).

Section 16 (5) (b).

2. Public Service Regulations.

Regulation A13.2 (b).

Regulation A13.2 (c).

Regulation A13.4.

3. Exchequer Act, 1975 (Act No. 66 of 1975).

Section 34 (6).

Section 37.

(15 November 1991)

KENNISGEWING 1095 VAN 1991

DEPARTEMENT VAN VERVOER

WET OP INTERNASIONALE LUGDIENSTE, 1949 (WET 51 VAN 1949), SOOS GEWYSIG

Hierby word ingevolge die bepalings van artikel 5 (a) en (b) van Wet 51 van 1949 en regulasie 5 van die Regulasies vir Burgerlugdienste, 1964, vir algemene inligting bekend gemaak dat die Nasionale Vervoerkommissie die aansoeke waarvan besonderhede in die Bylaes hieronder verskyn, sal aanhoor.

Vertoë ingevolge artikel 6 (1) van Wet 51 van 1949 ter ondersteuning of bestryding van 'n aansoek moet die Direkteur-generaal: Vervoer. (Direktoraat Burgerlugvaart), Privaatsak X193, Pretoria, 0001 en die aansoeker binne 21 dae na die datum van publikasie hiervan bereik en daarin moet gemeld word of die persoon of persone wat aldus vertoë rig, van plan is om die verrigtinge by te woon of om daar verteenwoordig te word.

Die Kommissie sal reël dat kennis van die datum, tyd en plek van die verrigtinge skriftelik gegee word aan die aansoeker en al die persone wat aldus vertoë gerig het en wat verlang om aldus verteenwoordig of teenwoordig te wees.

NOTICE 1095 OF 1991

DEPARTMENT OF TRANSPORT

INTERNATIONAL AIR SERVICES ACT, 1949 (ACT 51 OF 1949), AS AMENDED

Pursuant to the provisions of section 5 (a) and (b) of Act 51 of 1949 and regulation 5 of the Civil Air Services Regulations, 1964, it is hereby notified for general information that the application, details of which appear in the Schedules hereto, will be heard by the National Transport Commission.

Representations in accordance with section 6 (1) of Act 51 of 1949 in support of, or in opposition to, an application, should reach the Director-General: Transport (Directorate Civil Aviation), Private Bag X193, Pretoria, 0001 and the applicant within 21 days of the date of publication hereof stating whether the party or parties making such representation intend to be present or presented at the hearing.

The Commission will cause notice of the time, date and place of the hearing to be given in writing to the applicant and all parties who have made representations as aforesaid and who desire to be present or represented at the hearing.

BYLAE A

LYS VAN AANSOEKE OM DIE TOESTAAN VAN LISENSIES

(A) Naam en adres van applikant. (B) Naam waaronder die lugdiens geëksploiteer gaan word. (C) Besonderhede van lugdiens. (i) Gebiede wat bedien gaan word. (ii) Roete(s) wat bedien gaan word. (iii) Basis(se). (iv) Soort verkeer wat vervoer gaan word. (v) Frekwensie en roosters waarvolgens die diens geëksploiteer gaan word. (vi) Soort opleiding wat verskaf gaan word. (vii) Besonderhede en beskrywing van soort werk wat onderneem gaan word. (viii) Tariefskaal. (D) Lugvaartuie wat gebruik gaan word.

(A) Regional Air (Edms.) Bpk., Posbus 1245, Bedfordview, 2008. (B) Regional air. (C) Vasgestelde-lugvervoerdiens. (i) Witwatersrand/Ciskei. (ii) Johannesburg-Bisho retoer. (iii) Jan Smuts, Bisho. (iv) Passasiers, pos en vrag. (v) Maandae tot Vrydae. (viii):

Johannesburg/Bisho retoer R800

Vragtarief: R13,33 per kg.

Posgeld: R10,00 per kg.

(D) Douglas DC3-C ZS-DIW, Convair 340/440 ZS-KEI, Convair 340/440 ZS-LYL, 1xBac 1/11. Op voorwaarde dat lugvaartuig ZS-geregistreer en A- en B-gekategoriseer is.

(A) Regional Air (Edms.) Bpk., Posbus 1245, Bedfordview, 2008. (B) Regional Air. (C) Vasgestelde-lugvervoerdiens. (i) Witwatersrand–Transkei–Durban. (ii) Johannesburg–Umtata–Durban en retoer. (iii) Johannesburg–Jan Smuts, Umtata–kMatanzima, Durban–Louis Botha. (iv) Passasiers, pos en vrag. (v) Dinsdae en Donderdae retoervlugte. (viii):

Roete	*Retoer (R)*	*Tarief Vrag (R/kg)*	*Pos (R/kg)*
Johannesburg/ Umtata–Durban	1 318	21,97	16,47
Johannesburg–Umtata	900	15,00	11,25
Umtata–Durban	416	6,93	5,20

(D) Douglas DC3-C ZS-DIW, Convair 340/440 ZS-KEI, Convair CV 580 en Bac 1/11 Reeks 400. Op voorwaarde dat lugvaartuig ZS-geregistreer en A- en B-gekategoriseer is.

(A) Regional Air (Edms.) Bpk., Posbus 1245, Bedfordview, 2008. (B) Regional Air. (C) Vasgestelde-lugvervoerdiens. (i) Witwatersrand–esotho. (ii) Johannesburg–Maseru en retoer. (iii) Johannesburg–Jan Smuts, Maseru-Moshoeshoe. (iv) Passasiers, pos en vrag. (v) Maandae, Woensdae en Vrydae retoervlugte. (viii):

Roete	*Retoer (R)*	*Tarief Vrag (R/kg)*	*Pos (R/kg)*
Johannesburg–Maseru	850	14,16	10,63

(D) Douglas DC-3C ZS-DIW, Convair 340/440 ZS-KEI en ZS-LYL en Bac 1/11. Op voorwaarde dat lugvaartuig ZS-geregistreer en A- en B-gekategoriseer is.

SCHEDULE A

SCHEDULE OF APPLICATIONS FOR THE GRANT OF LICENCES

(A) Name and address of applicant. (B) Name under which the air service is to be operated. (C) Particulars of air service (i) Area to be served. (ii) Route(s) to be served. (iii) Base(s). (iv) Types and classes of traffic to be conveyed. (v) Frequency and time tables to which the service will be operated. (vi) Types of training to be provided. (vii) Particulars and description of types of work to be undertaken. (viii) Tariff of charges. (D) Aircraft to be used.

(A) Regional Air (Pty) Ltd, P.O. Box 1245, Bedfordview, 2008. (B) Regional Air. (C) Scheduled Air Transport Service. (i) Witwatersrand/Ciskei. (ii) Johannesburg-Bisho return. (iii) Jan Smuts, Bisho. (iv) Passengers, mail and freight. (v) Mondays to Fridays. (viii):

Johannesburg/Bisho return R800

Freight tariff: R13,33 per kg.

Mail tariff: R10,00 per kg.

(D) Douglas DC3-C ZS-DIW, Convair 340/440 ZS-KEI, Convair 340/440 ZS-LYL, 1xBac 1/11. Provided that such aircraft is ZS-registered and categorised A and B.

(A) Regional Air (Pty) Ltd, P.O. Box 1245, Bedfordview, 2008. (B) Regional Air. (C) Scheduled Air Transport Service. (i) Witwatersrand–Transkei–Durban. (ii) Johannesburg–Umtata–Durban and return. (iii) Johannesburg–Jan Smuts, Umtata–kMatanzima, Durban–Louis Botha. (iv) Passengers, mail and freight. (v) Tuesdays and Thursdays return flights. (viii):

Route	*Return (R)*	*Tariff Freight (R/kg)*	*Mail (R/kg)*
Johannesburg/ Umtata–Durban	1 318	21,97	16,47
Johannesburg–Umtata	900	15,00	11,25
Umtata–Durban	416	6,93	5,20

(D) Douglas DC3-C ZS-DIW, Convair 340/440 ZS-KEI, Convair CV 580 and Bac 1/11 Series 400. Provided that such aircraft is ZS-registered and categorised A and B.

(A) Regional Air (Pty) Ltd, P.O. Box 1245, Bedfordview, 2008. (B) Regional Air. (C) Scheduled Air Transport Service. (i) Witwatersrand–Lesotho. (ii) Johannesburg–Maseru and return. (iii) Johannesburg–Jan Smuts, Maseru–Moshoeshoe. (iv) Passengers, mail and freight. (v) Mondays, Wednesday and Fridays return flights. (viii).

Route	*Return (R)*	*Tariff Freight (R/kg)*	*Mail (R/kg)*
Johannesburg–Maseru	850	14,16	10,63

(D) Douglas DC-3C ZS-DIW, Convair 340/440 ZS-KEI and ZS-LYL and Bac 1/11. Provided such aircraft is ZS-registered and categorised A and B.

(A) Regional Air (Edms.) Bpk., Posbus 1245, Bedfordview, 2008. (B) Regional Air. (C) Vasgesteldelugvervoerdiens. (i) Witwatersrand/Transkei. (ii) Johannesburg–Umtata retoer. (iii) Jan Smuts, kMatanzima. (iv) Passaiers, pos en vrag. (v) Maande tot Vrydae en Sondae. (viii):

Johannesburg/Umtata retoer R900.

Vrag: R15 per kg.
Pos: R11,25 per kg.

(D) Douglas DC3-C ZS-DIW, Convair 340/440 ZS-KEI, Convair 340/440 ZS-LYL.

(15 November 1991)

KENNISGEWING 1096 VAN 1991

DOEANE- EN AKSYNSTARIEFAANSOEKE: LYS 44/91

Onderstaande aansoek betreffende die Doeane- en Aksynstarief is deur die Raad van Handel en Nywerheid ontvang. Enige beswaar teen of kommentaar op hierdie vertoë moet binne ses weke na die datum van hierdie kennisgewing aan die Hoof Uitvoerende Beampte, Raad van Handel en Nywerheid, Privaat Sak X753, Pretoria, 0001, gerig word. Die aandag word daarop gevestig dat die skale van reg wat in die aansoek genoem word, dié is wat deur die applikant aangevra is en dat die Raad, afhangende van sy bevindinge, hoër of laer skale van reg mag aanbeveel.

Verhoging van die reg op:

(a) Optiese vesels, indeelbaar by tariefsubpos 9001.10.10, van vry van reg tot 20 persent *ad valorem*.

Optieseveselkabels, indeelbaar by tariefsubposte 8544.70 en 9001.10.30, van vry van reg tot 20 persent *ad valorem*.

[RHN-verw. T5/2/16/3/2 (910190) (Mnr. R. J. van den Berg)]

Applikant:

ATC (Pty) Ltd, Posbus 663, Brits, 0250.

Lys 43/91 is by Algemene Kennisgewing 1074 van 8 November 1991 gepubliseer.

(15 November 1991)

KENNISGEWING 1097 VAN 1991

DEPARTEMENT VAN LANDBOU

KENNISGEWING VAN ONOPGEËISTE OPBRENGS VAN VERKOOP VAN PRODUKTE

Kragtens die bepaling van artikel 25 (1) van die Wet op Agentskapsverkoping van Landbouprodukte, 1975 (Wet 12 van 1975), word hierby kennis gegee van onopgeëiste bedrae aan persone genoem in die Bylae hiervan in die volgorde, naam van kommissie-agent wat geld inbetaal het (opskrif), naam van persoon geregtig op geld en bedrag wat onopgeëis is. Enige persoon wat betaling van enige van hierdie bedrae wil opeis moet die Direkteur-generaal van Landbou, Privaatsak X250, Pretoria, 0001, binne 90 dae na datum van hierdie kennisgewing skriftelik van sy eis meedeel met vermelding van die volgende besonderhede:

(1) Sy volle naam;

(2) sy adres ten tye van die versending van die betrokke produkte;

(A) Regional Air (Pty) Ltd, P.O. Box 1245, Bedfordview, 2008. (B) Regional Air. (C) Scheduled Air Transport Service. (i) Witwatersrand/Transkei. (ii) Johannesburg–Umtata return. (iii) Jan Smuts, kMatanzima. (iv) Passengers, mail and freight. (v) Mondays to Fridays and Sundays. (viii):

Johannesburg/Umtata return R900.

Freight: R15 per kg.
Mail: R11,25 per kg.

(D) Douglas DC3-C ZS-DIW, Convair 340/440 ZS-KEI, Convair 340/440 ZS-LYL.

(15 November 1991)

NOTICE 1096 OF 1991

CUSTOMS AND EXCISE TARIFF APPLICATIONS: LIST 44/91

The following application concerning the Customs and Excise Tariff has been received by the Board of Trade and Industry. Any objections to or comments on these representations must be submitted to the Chief Executive, Board of Trade and Industry, Private Bag X753, Pretoria, 0001, within six weeks of the date of this notice. Attention is drawn to the fact that the rates of duty mentioned in the application are those requested by the applicant and that the Board may, depending on its findings, recommend lower or higher rates of duty.

Increase in the duty on:

(a) Optical fibres, classifiable under tariff subheading 9001.10.10, from free of duty to 20 per cent *ad valorem*.

(b) Optical fibre cables, classifiable under tariff subheadings 8544.70 and 9001.10.30, from free of duty to 20 per cent *ad valorem*.

[BTI Ref. T5/2/16/3/2 (910190) (Mr R. J. van den Berg)]

Applicant:

ATC (Pty) Ltd, P.O. Box 663, Brits, 0250.

List 43/91 was published under General Notice 1074 of 8 November 1991.

(15 November 1991)

NOTICE 1097 OF 1991

DEPARTMENT OF AGRICULTURE

NOTICE OF UNCLAIMED PROCEEDS OF SALE OF PRODUCE

In terms of section 25 (1) of the Agricultural Produce Agency Sales Act, 1975 (Act 12 of 1975), notice of unclaimed amounts is hereby given to the persons mentioned in the Schedule hereto in the order, name of commission agent who paid in the money (heading), name of person entitled to money and the amount which is unclaimed. Any person who wishes to claim payment of any of these amounts shall notify the Director-General of Agriculture, Private Bag X250, Pretoria, 0001, in writing, of his claim within 90 days after the date of this notice stating the following particulars:

(1) His full name;

(2) his address at the time of consignment of the products concerned;

(3) sy huidige adres;

(4) die soort produkte;

(5) die hoeveelheid produkte;

(6) die datum van versending van sodanige produkte;

(7) die bedrag wat hy opeis; en

(8) die naam van die kommissie-agent.

Bedoelde mededeling moet 'n verklaring deur die eiser bevat, wat onder eed gemaak of anders bevestig is voor 'n vrederegter of kommissaris van ede, dat die geld wat hy eis waarlik en wettig deur die betrokke kommissie-agent aan hom betaalbaar en verskuldig is.

H. S. HATTINGH,
Direkteur-generaal: Landbou.

(3) his present address;

(4) the kind of products;

(5) the quantity of products;

(6) the date of consignment of such products;

(7) the amount claimed by him; and

(8) the name of the commission agent.

The said notification shall contain a declaration by the claimant made under oath or otherwise confirmed before a justice of the peace or commissioner of oaths, that the money claimed by him is truly and lawfully due and payable to him by the commission agent concerned.

H. S. HATTINGH,
Director-General: Agriculture.

BYLAE • SCHEDULE

A. ABATTOIRAGENTE/ABATTOIR AGENTS

Border Livestock Group (Pty) Ltd

Mbalane, Eddie	109,85
Mbalane, Eddie	166,61

Stock Owners Co-op Ltd

Khumalo, F. F.	52,71

B. BLOMAGENTE/FLOWER AGENTS

Multiflora Bpk.

Arum Flowers	86,47
Flowers by chance	79,59
Gevers, A. F.	42,57
Heidelflora	189,84
Liwne Flowers	306,82
Luttig, N.	1,52
Naidoo's Cut Flowers	23,17
Ritchie, C.	421,68
Sucarbush Co.	191,68

C. HUIDE- EN VELLEMAKELAARS/HIDES AND SKINS BROKERS

Boeremakelaars (Koöp) Bpk.

Barnard Boerdery	1 789,23

Vleissentraal (Koöp) Bpk.

BKB, Port Elizabeth	235,08
Boeremakelaars Koöp	34,50
Motwant, P.	301,37
Senodane, S. P.	31,72
No Name	26,90

D. MARKAGENTE/MARKET AGENTS

A Aboud Market Agents CC (Bloemfontein)

Caetano & Sons	2,61
Delport, J. G.	341,17
Venter, I. C.	273,48
Venter, L. C.	1,12

African Market Agency (Cape) (Pty) Ltd

Bock, R.	821,13
Cape Fruit Supply	10,93
De Wet Wayne	561,02
Hendriks, F.	13,95
Louw, N.	1,73
Meyer, G. J.	151,19
Selkirk Mohamed	12,08
Selkirk Mohamed	167,33
Selkirk Mohamed	26,23

Smit, K.	78,51
Van Niekerk, I.	113,69
W & E Ohloff	286,58
Wolff, K. F.	1 392,73

Alfa Markagente (Edms.) Bpk.

Engelbrecht, L. M.	20,04
Engelbrecht, L. M.	2,18
Heunis, H. J.	5,25
Heunis, H. J.	0,78
Marais, D. R.	187,21
Marais, D. R.	448,77
Murray Broers	61,24
Pretorius, J. G. J.	67,53
Vosloo, S. C.	281,67

Associated Agencies (Pty) Ltd

Bradburn Farm	389,20
Geldenhuys, N. J.	29,35
Globeco	94,43
Globeco	10,31
Globeco	8,45
La Mercy	4,66
Letabakop Estates	79,71
Maharaj, N.	9,51
Maweni Citrus	394,41
Paettie	21,30
Piketco	15,56
Piketco	35,78
Pillay, R.	22,39
Taute, C. T.	414,72
Wille, T. I.	351,22
Zandvlei Estates	11,79

Becker en Prinsloo (Edms.) Bpk., Bloemfontein

Du Toit, S. F.	0,51
Hypermarket	47,22
Smit, E. J.	3,48
Van der Merwe, S. J.	5,38

Becker en Prinsloo (Kimberley) (Edms.) Bpk.

Human, K.	83,97

Boere Markagentskap

Van Wyk, G.	0,49

Boere Trust BK/Farmers Trust CC

Baloyi, K. G.	4,36
Beswick, E.	0,44
Dans Farming	10,49
Dans Farming	232,70
De Bruin, T.	0,86
De la Hurt, W. M.	5,24
De Meyer, J. P.	8,74
Gerber, J. E.	578,02
Hatting, F.	8,75
Hungwana, S.	2,29
Kudu Creek Farm	16,49
Louwrens, H.	10,28
Mafumadi, T.	41,99
Makwala, M. J.	6,04
Malanane, M. B.	2,84
Mathebika, T. S.	13,11
Mathebula, V. S.	6,42
Mogale, A.	114,52
Moloto, B.	6,28
Nghonwyni Farm	48,85
Nicholls, H. J.	9,46
Rabutla, P.	1,57
Ralafatana, P.	9,80

Richmond, R. B.	24,49
Schoeman, S. C.	0,66
Spath, H.	92,29
Sundani, E.	32,74
Thomson, R. D. A.	202,07
Viljoen, G. P.	0,86
Vorster, J.	1 161,73

Boland Markagentskap (Edms.) Bpk.

Croukamp Farms	820,29
Croukamp Farms	657,80
Fourie, G. F. M.	106,58
Pienaar, Rob	4,04
Platkloof Boerdery	297,40
Visser, J. M.	426,90

Botha Roodt BK, Welkom

Onbekend	19,67
Onbekend	25,36
Onbekend	886,89
Onbekend	55,23
Onbekend	184,42
Onbekend	1 481,01
Onbekend	6,55
Onbekend	4,36
Onbekend	26,23
Onbekend	4,36
Onbekend	1 977,81
Onbekend	304,25
Onbekend	117,18
Onbekend	102,39

City Deep Waatlemoen Paneel (Edms.) Bpk.

Onbekend/Unknown	2 101,09

C. L. de Villiers (Edms.) Bpk.

Badenhorst, W. J.	17,11
Marula Produkte	7,10
Top Farm	26,10
Top Farm	147,83
Tsivhase Agriven	277,10
Viljoen P. C. Z.	17,10
Wentzel, B.	7,36

Duiker Markagente (Edms.) Bpk.

Tewary, P. R.	32,95
Van Zuydam, S. J.	1 544,24

Du Plessis en Wolmarans (Edms) Bpk.

Anderson, C. R.	3,49
Bpath, M.	267,25
Els, A.	72,60
Geldenhuys, P. J.	30,61
Ludich, H. C.	62,09
Matshana, K. J.	22,16
Midrand Boerdery	8,74
Moeng, F.	20,15
Mopay, F. P.	3,62
Morea Lucy	127,85
M. S. M. Fresh	239,53
M. S. M. Fresh	617,86
Nethenywe, T.	11,83
Nywahamade	10,35
Oosthuizen, W. A. J. B.	109,77
Phalangawned, F. A.	53,78
Pick 'n Pay	101,97
Rahgwala Rieben	97,50
Ramahula, H.	37,74
Ramas, J.	1 316,58
Ramas, J.	108,48
Rasehgata, F. M.	53,37
Redelinghuys, L.	17,49
Rascoma, N.	79,62
Sadie, N. A.	251,65

Shainye Farm	170,22
Slabbert, M. J.	134,51
Taylor, V.	4,18
Van Bam Boerdery	242,32
Van Bam Boerdery	108,04
Viljoen, P. N. J.	85,08
Willers, P. S.	8,99
Onbekend	65,60
Onbekend	1 498,54
Onbekend	14,43

Durban Market Agents (Pty) Ltd, trading as John Bell & Co.

Buys, C. J.	1,92

Fine Bros CC

A. L. G. Kinder Trust	2 568,75
Barnard, J. D.	1,56
Bosman, S. P.	192,45
Du Toit, J. P.	642,97
Gee. W.	0,32
Hugo, P. G.	136,42
Kellerman, G. E.	6,51
Laubscher, G. H.	1 291,33
Laubscher, G. H.	784,93
Lomati Landgoed	5,16
Maarman, K.	12,24
Mejona, J.	19,64
Meyer, J. J.	101,10
Meyer, J. J.	99,72
Rabie, Danie	180,99
Tshithivha, F.	169,45
Umonimudau	13,39
Van der Merwe, Pierre	25,58
Van Huffel, H. J.	0,81

W. Finlayson & Co. (Pty) Ltd

Alberts, P.	19,77

Fox & Brink CC/BK

Spangeberg, H.	8,64

J. Frances en Seuns (Edms.) Bpk., Bloemfontein

B. D. M.	15,18
Honiball, F.	9,60
Honiball, F.	1,00
Manorvlei Farms	5,66
Thompson, S.	0,69

J. Frances en Seuns (Edms.) Bpk., Klerksdorp

Erasmus, J. S.	16,19
Louw, M. C.	3,13

G en G Fresh Produce CC

Daniel, L.	26,24
Du Plessis, W. H.	6,52
Schibber, F. S.	0,19
Schibber, F. S.	0,39
Schibber, F. S.	0,08

Gouws & Co. Produce (Pty) Ltd

Bekka Pieter	198,83
Dooneside Farms	22,74
Du Plessis, Wessel H.	11,90
Ferreira, S. Z.	18,64
Herzelman, J. C.	153,67
Kok. K. C.	159,71
Marais, R. R.	1,84
Moosa, G.	10,50
Nggandu, W.	5,68
Oosthuizen, S. A.	114,42
Soldaat, P.	5,07
Van Rensburg, C. J.	125,09

Gordon W. Hall (D. C. Wanckel), King William's Town

Douglas Vale	199,74
Whiteley, J.	51,03

Hoofstad Markagente (Edms.) Bpk.

Mavundla, C.	17,50

Horn & Kie Ability Brokers (Pty) Ltd/(Edms.) Bpk.

Heula Bdy	103,56
Mgatla, J.	146,22
Monanye, W. L.	233,53
Mukwena, J.	83,58
Mynhardt, W.	0,64
Leshabane, M. L.	11,35
Letsoalo, J. S. M.	22,83

Humansdorp Mark (M. E. van der Watt)

Booysen, R.	9,44

Impala Markagente (Edms.) Bpk.

Doorndrie Bdy	29,73
Stadle, J. H. E.	113,94

Kotze en Genis (Edms.) Bpk.

Berg Patrysvlei, Clanwilliamstown	4,30
Conradie, S.	1,59
Conradie, S.	43,73
De Beer, H. C.	8,63
Halfmanshof Boerdery	25,09
Malan, M. T.	13,14

Kroonstad Mark/Market

Bezuidenhout, C. F.	18,18
Coetzee, D. W.	5,24
Rossouw, S.	10,49

Marco Co-op Ltd

Barvale Est	0,24
Bezuidenhout, W. F.	0,06
Hutton, J. S.	297,71
Hutton, J. S.	189,86
Masetta, A.	331,76
Mohale, S.	33,54
Mthombeni, Wilson	35,71
Mudumela, J. T.	169,71
Neto, M. G.	3,49
Ranenche, Doyah	4,71
Rgane Farms	1,24
Rietfontein Farm	36,74
Rooi Malva Vars Prod.	0,01
Thomy, S.	0,60

Martin & Scheepers

Burger, C. W.	19,68
Val Tel	24,92

A. M. Meyer Markagente (Edms.) Bpk.

Anwcor Boerdery	3,50
Becker, W.	7,00
Borrogeira, L. G.	3,50
Borrogeira, L. G.	5,25
Borrogeira, L. G.	24,49
Burger, F.	12,25
Calasa, Steve	5,25
De Klerk, J. P. A.	647,35
De Lima, Baeta	5,25
De Ponti, J.	3,50
De Ponti, J.	4,37
Die Bult Boerdery	0,87
Dos Santos, A. F.	7,00
Fourie, P. J.	3,50
Gouveira, D.	7,87
Grobler, J. J.	7,10
Helena, L. M.	1,75

Hildesheim Farm	2,62
Hildesheim Farm	0,43
Jardim	5,24
Jardim, J. C.	1,31
Joubert, D.	5,25
Joubert, J. A.	6,12
Kelm Landgoed	1,75
Klipfontein Produkte	3,50
Kotze, H. C. A.	0,87
Kromdraai Boerdery	17,50
Le Roux, H. F.	1 060,93
Loskop Boerdery	1,75
Loskop Boerdery	1,75
Malan, D. J. P.	0,87
Maartens, M. J.	0,87
Mull Fruit	113,47
Multi Fruit	117,78
Multi Fruit	147,21
New Florida Farm	2,62
New Florida Farm	3,50
Rodriques, J. N.	4,37
Rodriques, J. N.	57,74
Rodriques, J. N.	14,00
Rodriques, R. P.	1,75
Roos, S. J.	10,50
R. R. Boerdery	13,12
Rushton, E.	0,87
Rushton, E.	0,87
Rynfield Farm	1,75
Schocman, S. J. Boerdery	7,43
Snyman, G. F.	2,62
Stilwaters Landgoed	3,50
Tema Boy Farm	3,50

Michaels Commission Agency

D & R Boerdery	191,47
Coetzee, L. D.	1,71
Legrange Epps	3,48
Frier Prod	12,15
Protea Bdy	15,09
Snyman, D. B.	11,33
Steyn, F.	1,23
Venter, T. J.	1,82

Model Markagente (Edms.) Bpk.

Coetzee, A.	27,83
Fresh Daily	17,50
Hamilton, C. T.	664,06

Nasionale Aartappel (Koop.) Bpk./(Co-op) Ltd

Lang, K. D.	487,53
Reddy, V. A.	85,49

Newcastle Markagente (Edms.) Bpk., handeldrywende as Newmark Agente

Botha, Cas	92,68
Da Sousa, M.	5,25
G. R. C. Fruit	2,62
Joas Farm	0,87
Jordaan Broers	4,37
L. A. Boerdery	7,87
Masout	13,07
Moloi, M. P.	68,19
Nel, L. J.	4,37
Van der Merwe, W. C.	69,18
Van Ronge, J.	54,19
Vogel, C. P.	3,45
Vogel, C. P.	6,90
Wentzel, J. S.	31,32
Womald, R. G.	5,25

W. L. Ochse & Kie (Edms.) Bpk./Co. (Pty) Ltd

Blanc, M. G.	24,91
Damfontein Bdy	1,67

De Klerk, D. W.	0,76
Mabaza, M. P.	14,85
Maise, P. M.	4,35
Moaiba, S.	1,65
Mopai, R.	2,25
Pretorius, P.	49,49

W. L. Ochse & Kie (Vereeniging) (Edms.) Bpk.

Balogi, J. J.	760,41
Chambers, F.	265,83
Mashele, N. G.	163,63
Nkuma, M. M.	523,66
Scheepers, A. P.	7 363,18
Van Rooyen, H. S.	762,71
Venter, J. H.	512,24
Vermeulen, C.	52,91

Opkoms Markagente BK

Cloete, C. J.	26,60
Stelleland Farm	18,79
Van Rensburg, H. J.	22,48

J. H. Pentz & Sons (Pty) Ltd

Heins, E. H.	2 074,84
Lambrechts, J.	2 236,66

Peko Koöp Beperk, Port Elizabeth

Du Preez, P.	3,54

Peko Koöperatief Bpk., Uitenhage

Ackerman, G.	40,93
Claasen, J. F. W.	7,40
Frant, G.	72,88
Ferreira, Neels	115,90
Ferreira, Neels	10,98
Late, D. R.	13,97
Marais, F.	9,86
McGear, D.	15,29
Meyer, G.	9,17
Speelman, G.	258,05
U.B.S.	24,49

C. J. Peter & Co. (Pty) Ltd (Durban)

Dew Crisp	69,97
Greyvenstein, P. S.	1,20
Madau, Elisa	49,63
Magaclani, M. J.	14,78
Matlajie, G.	113,88
Ramaano, R.	102,18
Tshikhuao	454,04

Prinsloo en Venter (Edms.) Bpk.

Bean, J. P.	577,51
Botha, M.	139,90
Butler, J. P.	48,45
Fourie, J. E.	10,48
Kaapvaal Bdy	367,35
Mahasha, P.	0,08
Moller, C. H.	1,73
Montsole	131,15
Nhrama, A.	10,05
Rama, N. H.	7,50
Ras, W. J. O.	5,23
Roon, G. A.	65,59
Van der Berg, P. J.	57,73
Wicks, J. R.	7,41

Protea Markagente (Edms.) Bpk.

Baoagwanate, R.	588,12
Brel, G. A.	17,49
Davhula, J.	88,41
De Hoek Boerdery	363,04
De Lange, C.	1,04

Eagles Farm	5,24
Fritz, D.	2,61
Fritz, D.	1,90
Fritz, D.	0,17
Kondal, H.	28,23
Laastestuiwer	5,24
Machilana, S.	22,25
Matshusa, P. P.	138,99
Nugadyai, M.	42,32
Pick 'n Pay	175,59
Pick 'n Pay	432,96
Pretorius, J.	41,85
Prinsloo, J.	99,32
Raluman, E.	49,16
Steenkamp, L. P.	101,48
Thomu, S.	13,20
Tolmay	111,27
Tshamuidy, J.	48,64
Van Deventer	7,34
Van der Walt, F.	319,30
Van Kempen, D. L.	66,48
Van Staden, J. D.	109,34
Onbekend	69,98
Onbekend	31,49
Onbekend	8,86
Onbekend	26,24
Onbekend	21,86
Onbekend	3,92
Onbekend	59,05

R.S.A. Market Agents CC/BK

Breytenbach, A.	4,36
Groenewald, L. P.	10,37
Matlala, T.	1,67
Matlala, T.	6,91
Mopa, F. P.	27,27
Wolff, D. B.	3,49
Wolff, D. B.	0,03

Spitz Mereine & Co. (Pty) Ltd

Bothma Boerdery	897,63
Delport, R. S.	160,57
Du Plessis	800,44
Marievale Farm	77,85
Pretorius, H. P. N.	439,15
Scoleo Boerdery	303,55
The Bend Farm	165,77
Van Horssen, J.	54,24

Springs Markagente (Edms.) Bpk./(Pty) Ltd

Green, J. L.	14,87
De Jager, S.	7,00
Hawbill Prop	17,04
Kritzinger, H.	37,75
Lario Landgoed	15,75
Mini Station	3,50
Mini Station	5,25
Swart, P. J. J.	10,50

Webb en Pretorius (Edms.) Bpk.

Engelbrecht, S. J.	25,18
Laeveld Boerdery	50,37
Makhubela, T.	22,63
Molewa, M.	8,74
Prinsloo, S.	855,04
Ramalede, W.	1,79
Serroa, A.	43,74
Zitha, A. D.	301,20

Wesco Market Agency

Du Toit, J. P.	57,03

Weskaap Sitrusagentskap BK

Ferreira, M. G.	113,47
Van Bosch, B. J.	2,39

Wesvaal Nirvana Markagentskap BK, handeldrywende as Nirvana Markagentskap

Licol groente	3,06
Do Pinheiro, A.	0,43
Mooibult Bdy	0,26
Viljoen, V.	1,75
Viljoen, V.	46,63

Witbank Markagente BK

Bosman, P. J.	0,43
Botha, W. D.	1,64
Du Preez, C. J.	7,00
Gerritz, B.	177,89
Muller	6,56
Mynhardt	136,30
Raubenheimer	11,37
Steenkamp	9,00
Steyn, G. J.	101,44
Risco	120,53

W.P. Markagentskap (Edms.) Bpk.

Costa, G.	22,66
De Kock, J. F.	14,74
Lambrechts, D. J.	7,04
Rix, H.	15,57
Rix, H.	4,28
Rix, H.	108,77
Stemmet, J. D.	0,54
Swanepoel, H. J.	85,45
Utopia Boerdery	122,03
Van der Byl Smuts, P.	26,24
Van Rensburg, G. R.	41,98

(15 November 1991)

KENNISGEWING 1098 VAN 1991

DEPARTEMENT VAN LANDBOU

WET OP AGENTSKAPSVERKOPING VAN LANDBOUPRODUKTE, 1975 (WET No. 12 VAN 1975)

KENNISGEWING VAN STAKING VAN BESIGHEID

Ingevolge artikel 14 van die Wet op Agentskapsverkoping van Landbouprodukte, 1975 (Wet 12 van 1975), word hierby vir algemene inligting bekendgemaak dat Van Wyk Lewendehawe (Edms.) Bpk., wat te Nigel as 'n abattoiragent besigheid gedryf het, besigheid as sodanig met ingang van 1 Februarie 1991 gestaak het.

H. S. HATTINGH,
Direkteur-generaal: Landbou.

(15 November 1991)

NOTICE 1098 OF 1991

DEPARTMENT OF AGRICULTURE

AGRICULTURAL PRODUCE AGENCY SALES ACT, (ACT No. 12 OF 1975)

NOTICE OF CESSATION OF BUSINESS

It is hereby notified in terms of section 14 of the Agricultural Produce Agency Sales Act, 1975 (Act 12 of 1975), for general information that Van Wyk Livestock (Pty) Ltd who carried on business as an abattoir agent at Nigel, has ceased business as such with effect from 1 February 1991.

H. S. HATTINGH,
Director-General: Agriculture.

(15 November 1991)

KENNISGEWING 1099 VAN 1991

DEPARTEMENT VAN LANDBOU

WET OP AGENTSKAPSVERKOPING VAN LANDBOUPRODUKTE, 1975 (WET No. 12 VAN 1975)

KENNISGEWING VAN STAKING VAN BESIGHEID

Ingevolge artikel 14 van die Wet op Agentskapsverkoping van Landbouprodukte, 1975 (Wet 12 van 1975), word hierby vir algemene inligting bekendgemaak dat Newcastle Markagente (Pty) Ltd, handeldrywende as Newmark Agente wat te Springs as 'n markagent besigheid gedryf het, besigheid as sodanig met ingang van 6 Junie 1991 gestaak het.

H. S. HATTINGH,

Direkteur-generaal: Landbou.

(15 November 1991)

KENNISGEWING 1100 VAN 1991

DEPARTEMENT VAN LANDBOU

WET OP AGENTSKAPSVERKOPING VAN LANDBOUPRODUKTE, 1975 (WET No. 12 VAN 1975)

KENNISGEWING VAN STAKING VAN BESIGHEID

Ingevolge artikel 14 van die Wet op Agentskapsverkoping van Landbouprodukte, 1975 (Wet 12 van 1975), word hierby vir algemene inligting bekendgemaak dat Afrikaanse Mark Agentskap (O.P.) (Edms.) Bpk., wat te Port Elizabeth as 'n markagent besigheid as sodanig met ingang van 1 Oktober 1991 gestaak het.

H. S. HATTINGH,

Direkteur-generaal: Landbou.

(15 November 1991)

KENNISGEWING 1101 VAN 1991

MINISTERIE VIR EKONOMIESE KOÖRDINERING EN OPENBARE ONDERNEMINGS

RAAD OP MEDEDINGING

ONDERSOEK INGEVOLGE ARTIKEL 10 (1) (a) VAN DIE WET OP DIE HANDHAWING EN BEVORDERING VAN MEDEDINGING, 1979 (WET No. 96 VAN 1979)

Die Raad op Mededinging maak hiermee vir algemene inligting bekend dat hy ingevolge artikel 10 (1) (a) van die Wet op die Handhawing en Bevordering van Mededinging, 1979 (No. 96 van 1979) (die Wet) ondersoek instel om te bepaal of 'n weiering deur Transnet Bpk., of 'n afdeling van daardie maatskappy, om grond in die Richardsbaai-hawegebied te verhuur aan Island View Storage (Edms.) Bpk. vir die oprig van 'n massavloeistofopgaarfasiliteit op sodanige perseel, 'n "beperkende praktyk" soos omskryf in artikel 1 van die Wet, daarstel.

Enigiemand kan binne 'n tydperk van dertig (30) dae vanaf die publikasie van hierdie kennisgewing skriftelike vertoë aangaande hierdie ondersoek rig aan die Direkteur: Ondersoeke van die Raad op Mededinging, Privaatsak X720, Pretoria, 0001. Telefaks (012) 322-5428. (Verwysing R4/1/2/2/18.)

(15 November 1991).

NOTICE 1099 OF 1991

DEPARTMENT OF AGRICULTURE

AGRICULTURAL PRODUCE AGENCY SALES ACT (ACT No. 12 OF 1975)

NOTICE OF CESSATION OF BUSINESS

It is hereby notified in terms of section 14 of the Agricultural Produce Agency Sales Act, 1975 (Act 12 of 1975), for general information that Newmark Agents, trading as Newcastle Market Agents (Pty) Ltd who carried on business as market agent at Springs, has ceased business as such with effect from 6 June 1991.

H. S. HATTINGH,

Director-General: Agriculture.

(15 November 1991)

NOTICE 1100 OF 1991

DEPARTMENT OF AGRICULTURE

AGRICULTURAL PRODUCE AGENCY SALES ACT (ACT No. 12 OF 1975)

NOTICE OF CESSATION OF BUSINESS

It is hereby notified in terms of section 14 of the Agricultural Produce Agency Sales Act, 1975 (Act 12 of 1975), for general information that African Market Agency (E.P.) (Pty) Ltd who carried on business as an market agent at Port Elizabeth, has ceased business as such with effect from 1 October 1991.

H. S. HATTINGH,

Director-General: Agriculture.

(15 November 1991)

NOTICE 1101 OF 1991

MINISTRY FOR ECONOMIC CO-ORDINATION AND PUBLIC ENTERPRISES

COMPETITION BOARD

INVESTIGATION IN TERMS OF SECTION 10 (1) (a) OF THE MAINTENANCE AND PROMOTION OF COMPETITION ACT, 1979 (ACT No. 96 OF 1979)

The Competition Board hereby makes known for general information that it is undertaking an investigation in terms of section 10 (1) (a) of the Maintenance and Promotion of Competition Act, 1979 (Act No. 96 of 1979) (the Act) in order to establish whether a refusal by Transnet Ltd, or a division of that company, to lease land in the Richards Bay harbour area to Island View Storage (Pty) Ltd for the purpose of erecting a bulk liquid storage facility on such a site constitutes a "restrictive practice" as defined in section 1 of the Act.

Any person may within thirty (30) days from the date of this notice submit written representations regarding this investigation to the Director: Investigations of the Competition Board, Private Bag X720, Pretoria, 0001. Telefax (012) 322-5428. (Reference R4/1/2/2/18.)

(15 November 1991).

KENNISGEWING 1102 VAN 1991

MINISTERIE VIR EKONOMIESE KOÖRDINERING EN OPENBARE ONDERNEMINGS

PUBLIKASIE VAN VERSLAG DEUR DIE RAAD OP MEDEDINGING

Ek, Dawid Jacobus de Viliers, Minister van Ekonomiese Koördinering en Openbare Ondernemings, handelend ingevolge artikel 12 (4) (b) van die Wet op die Handhawing en Bevordering van Mededinging, 1979 (Wet No. 96 van 1979), publiseer hiermee die verslag van die Raad op Mededinging wat in die Bylae tot hierdie Kennisgewing verskyn.

BYLAE

RAAD OP MEDEDINGING

Verslag No. 30

ONDERSOEK OM TE BEPAAL OF DIE KOOP VAN BYKOMENDE AANDELE IN GOLDFIELDS OF SOUTH AFRICA LTD DEUR ANGLO AMERICAN CORPORATION OF SOUTH AFRICA EN DE BEERS CONSOLIDATED MINES LTD OF HULLE GEASSOSIEERDE MAATSKAPPYE SEDERT 1 JUNIE 1989 'N BEPERKENDE PRAKTYK OF 'N VERKRYGING UITMAAK OF TOT 'N MONOPOLIESITUASIE AANLEIDING GEE

INLEIDENDE KOMMENTAAR: MARKKONSENTRASIE EN MAATSKAPPYKONGLOMERASIE

1. Alle lande wie se ekonomieë hoofsaaklik markgedrewe is, het regsreëls wat mededinging beheer. Die rede hiervoor, volgens Adams en Brock,[1] is dat die mededingende mark, wat 'n sleutelfaset van die vryeondernemingstelsel is, nie 'n "self-perpetuating nor an immutable artifact of nature" is nie. Sonder reëls wat streng toegepas word, kan die mededingende mark van binne geërodeer en ondergrawe word deur ooreenkomste om nie mee te ding nie, sowel as deur konsolidasies van nywerheidsbeheer in die hande van dominante ondernemings en private magskomplekse.

2. In Suid-Afrika is die belangrikste bron van die "spelreëls" die Wet op die Handhawing en Bevordering van Mededinging, Wet 96 van 1979 (die Wet). Dit word aangevul deur Goewermentskennisgewing No. 801 in *Staatskoerant* No. 10232 van 2 Mei 1986, wat herverkoopryshandhawing, horisontale pryssamespanning, horisontale samespanning oor verskaffigsvoorwaardes, horisontale samespanning oor markverdeling en samespanning in verband met tenders onwettig verklaar.

3. Die doeltreffende uitvoering en toepassing van reëls wat mededinging beheer, is 'n moeilike taak, selfs in lande met 'n lang geskiedenis van mededigingswetgewing en 'n diep ingewortelde besef van die voordele wat mededinging in die handel bied. In Suid-Afrika word die posisie vererger deur die relatief klein omvang van die ekonomie, hoë konsentrasievlakke in talle markte en maatskappykonglomerasie.

4. Markekonomieë is gebaseer op die uitgangspunt of beginsel dat die samelewing ten beste gedien word waar mense goedere en dienste vrywillig in mededingingende markte kan ruil. Volgens die ekonomiese teorie is mededinging voordelig as gevolg van die doeltreffendheidsanksie wat dit op ondernemings plaas.[2] Daar is al gesê dat 'n suiwer mededingende mark die volgende eienskappe het: (1) 'n Groot aantal kopers en verkopers waar geen enkele onderneming se bedrywighede 'n merkbare uitwerking op pryse het nie, en doeltrefende samespannende optrede nie prakties is nie. (2) Alle relevante inligting oor die produkte en pryse is aan alle potensiële kopers en verkopers bekend. (3) Elke koper en verkoper het gelyke toegang tot alle insette en daar is geen belemmering by toetreding tot of onttrekking aan die vervaardiging en distribusie van die betrokke produk nie. (4) Elke onderneming het as doelwit, of word genoop om as doelwit te hê die maksimering van wins.[3]

5. Die meeste markte voldoen nie aan die ekonomiese model van "suiwer mededinging" nie. Daar is verskeie redes hiervoor. Die grootte en aard van 'n spesifieke mark kan byvoorbeeld eenvoudig nie in staat wees om meer as slegs 'n klein aantal ondernemings of selfs een onderneming te onderhou nie.[4] Die gevaar, of minstens die potensiële gevaar, van monopoliemag word nietemin reeds lank erken en beklemtoon.[5] Monopolie is in der waarheid selfs onder sowel die Romeinse as die Romeins-Hollandse reg as 'n misdaad beskou.[6]

6. Doeltreffende mededinging word bedreig, nie net waar 'n monopoliesituasie heers nie, maar ook in die afwesigheid van mededingende pariteit onder mededingende ondernemings[7] of in oligopolistiese en gekonsentreerde markte. As gevolg hiervan is die reëls wat mededinging beheer, in alle regstelsels wat die probleme erken en aanpak, daarop gerig om markoorheersing te voorkom of om, na gelang van die geval, die regstelling van misbruike wat daaruit kan ontstaan. Meer spesifiek kan gemeld word dat artikel 46 van die Australiese Trade Practices Act, 1974, artikels 50 en 51 van die Kanadese Competition Act, 1986, artikel 36 van die Nieu-Seelandse Commerce Act, 1986, en artikel 86 van die Verdrag van Rome almal daarop gerig is om enige misbruik van 'n dominante posisie teen te werk. Aan die ander kant is die Amerikaanse Departement van Justisie se *Merger Guidelines* (1984), die Kanadese Director of Investigation and Research se *Merger Enforcement Guidelines* (1991) en die EG se Regulasie 4064/89 van 21 Desember 1989 oor die beheer oor konsentrasies tussen ondernemings daarop gerig om onaanvaarbare konsentrasievlakke in 'n gegewe mark te vermy.

7. Nie alle ekonome is teen die idee van monopolie of markoorheersing gekant nie. Die sogenaamde "Chicago-UCLA movement" minimaliseer byvoorbeeld die koste van monopolie. Hulle stel vier belangrike hipoteses, naamlik: (1) Monopolie reflekteer groter doeltreffendheid. (2) Die verkrygingskoste van 'n monopolie gebruik gewoonlik enige moontlike monopoliewinste op. (3) Markoorheersing het net minimale nadelige gevolge. (4) Samespanning is die enigste suiwer vorm van markvermoë en dit stort vinnig in duie indien die samespanners kul. Die formuleerders van die "betwisbaarheidsteorie" (contestability theory) gaan selfs verder deur te beweer dat totaal vrye, algehele en omkeerbare toetrede tot 'n mark die beste grondslag is om die doeltreffende aanwending van die hulpbronne aan te wend aangesien die bedreiging van toetrede pryse sal afdwing en doeltreffendheid sal waarborg, selfs as daar 'n monopolie in die mark is.[8] Hierdie teorieë is nie vir die Raad op Mededinging aanvaarbaar nie gegewe die besondere eienskappe van die Suid-Afrikaanse sake-omgewing en die oortuigende kritiek op dié teorieë deur vooraanstaande Amerikaanse ekonome.

8. 'n Raming van markoorheersing of -konsentrasie vereis noodgedwonge 'n akkurate omskrywing van die betrokke mark. Die "relevante mark" is dus 'n konsep wat op die gebied van "antitrust-" of mededingingsreg van die uiterste belang is.

9. Markte bestaan in twee hoofdimensies, naamlik produkte en geografiese gebiede. Daar is 'n sterk vermoede dat twee geografiese gebiede in dieselfde mark is wanneer 'n beduidende korrelasie bestaan tussen pryse en prysveranderings van 'n spesifieke produk. Omgekeerd, as die prys van 'n bepaalde produk in twee gebiede verskil en die prysveranderings nie positief gekorreleer is nie, is die gebiede waarskynlik in afsonderlike markte. Verkoopspatrone kan die inligting oor prysbewegings aanvul.[9]

10. Twee produkte hoef nie fisies identies of selfs volmaakte substitute te wees om in dieselfde produkmark te val nie. Vir twee produkte, A en B, om in dieselfde mark te val, moet verbruikers hulle aankope wesenlik van A na B verskuif wanneer A se prys relatief tot B se prys styg. 'n Mens soek dus na handelsartikels wat 'n hoë kruiselingse vraagelastisiteit het. As twee produkte ongekorreleerde pryse het, is dit onwaarskynlik dat hulle in dieselfde produkmark val. Nog 'n sleutel by die afbakening van produkmarkte is die manier waarop produsente op prysveranderings reageer.[10]

11. Hierdie oorsigtelike opmerkings oor die relevante mark is voldoende om aan te toon dat die gepaste afbakening daarvan 'n ingewikkelde saak is wat slegs op 'n *ad hoc*-basis gedoen kan word en na deeglike oorweging van al die toepaslike feite en teenstrydige standpunte van die partye wat by 'n gegewe saak betrokke is. Dit sal dus klaarblyklik verkeerd wees om weg te doen met die voorgeskrewe ontleding en 'n betrokke mark bloot te omskryf op grond van meer algemene nasionale konsentrasiestatistieke. Blykbaar sien nie alle ekonome in Suid-Afrika dit so in nie.[11]

12. Daar is voorgestel dat die Herfindahl-Hirschmasindeks (HHI) as geskikte maatstaf in Suid-Afrika aanvaar word by die hantering van die kwessie van aanvaarbare konsentrasievlakke in 'n spesifieke mark.[12] Soos toegepas in die VSA se Departement van Justisie (DVJ) se *Merger Guidelines* (1984), is die HHI die som van die kwadrate van elke onderneming se markaandeel in die relevante mark. As drie ondernemings in 'n mark dus elk 'n markaandeel van 25 persnt het, een onderneming 15 persent en nog 'n ander 10 persent, is die HHI $25^2 + 25^2 + 25^2 + 15^2 + 10^2 = 2\,200$. So 'n mark word as hoogs gekonsentreerd beskou volgens die 1984-riglyne. Hiervolgens is enige mark met 'n HHI groter as 1 800 hoogs gekonsentreerd.

13. Gedurende die sestiger- en sewentigerjare het die DVJ en die Amerikaanse howe meestal op die "vier-ondernemings konsentrasie-verhouding" (CR4) gelet om die gevaarvlakke van konsentrasie in 'n spesifieke mark te bepaal. Die CR4 is die som van die vier grootste ondernemings in die mark se markaandele. 'n Mark waarin die vier grootste ondernemings byvoorbeeld markaandele van 30 persent, 20 persent, 15 persent en 10 persent het, het 'n CR4 van 75 persent. Daar is aansienlik meningsverskille oor wat volgens die CR4-formule 'n gekonsentreerde mark behels.[13] Sommige beskou 'n syfer van 75 persent as aanduidend van 'n hoogs gekonsentreerde mark;[14] ander stel die gevaarvlak op tussen 60 en 70 persent.[15]

14. Hierdie sienings is heelwat verdraagsamer as dié van die Supreme Court in die middel sestigerjare. So byvoorbeeld is 'n samesmelting waarin die gekombineerde markaandeel van die betrokke ondernemings 7,5 persent en die CR4 24,4 persent was, in *US v Von's Groceries Co.* verbied.[16] So ook het die Supreme Court 'n samesmelting afgekeur waarin die ondernemings se gesamentlike markaandeel net 4,5 persent was en die CR4 minder as 30 persent.[17]

15. In Kanada sal die Director of Investigation and Research oor die algemeen nie 'n samesmelting betwis waar die saamgesmelte entiteit se markaandeel na samesmelting minder as 35 persent is nie. Hy sal dit ook nie doen nie as (a) die vier grootste ondernemings in die mark se markaandeel na samesmelting minder as 65 persent is, of (b) die saamgesmelte entiteit se markaandeel na samesmelting minder as 10 persent is.[18]

16. Geesdrif vir die HHI as 'n toepaslike norm in Suid-Afrikaanse omstandighede behoort gedemp te word deur die waarnemings van sekere skrywers in Amerika. Hulle voer aan dat die feit dat HHI-drempels oorskry is, nie bewys dat 'n samesmelting mededinging-mydend sal wees nie. Alhoewel hulle aanvaar dat die konsentrasievlak belangrik en by tye selfs oorheersend is, wys hulle daarop dat konsentrasiestatistieke maar net so goed soos die onderliggende markverdeling is en dat dit, selfs as dit perfek bereken word, ten beste 'n benaderde aanduiding van markkrag is. Oorskryding van die 1 000- of 1 800- grense toon volgens hulle op sigself baie min oor die werklike uitwerking wat 'n transaksie op mededining het.[19] 'n Mens moet in elk geval in gedagte hou dat in Suid-Afrika onder die huidige wetgewing oor mededinging 'n hoër waarde geheg word aan die "openbare belang" as aan konsentrasieverhoudings.

17. Hoewel die Raad bewus is daarvan dat markkragte 'n negatiewe uitwerking op pryse en die doeltreffendheid van ondernemings kan hê,[20] was daar omstandighede wat die Raad verplig het om 'n samesmelting of oorname "te kondoneer", hoewel dit tot 'n monopoliesituasie of 'n aansienlike styging in die verkrygende onderneming se markaandeel gelei het. Dit het in die besonder voorgekom toe die Raad gekonfronteer is in 'n situasie waarby 'n sogenaamde "sinkende onderneming" ("failing company") betrokke was (d.w.s. 'n onderneming wat op die punt gestaan het om gelikwideer te word).[21] Die enigste onderneming wat bereid en in staat was om 'n groot mededinger wat uit die mark wou tree, oor te neem, het na die verkryging 'n markaandeel van sowat 50 persent gehad.

18. Die omvang van 'n maatskappykonglomerasie in Suid-Afrika (teenoor konsentrasie in 'n spesifieke mark) is dikwels 'n onderwerp van bespreking en kommentaar en in baie kringe 'n rede tot groot kommer. Vir doeleindes van hierdie verslag word "maatskappykonglomerasie" of "konglomerasie" as 'n gerieflike verwysingsterm gebruik om ondernemings te identifiseer wat, nieteenstaande die uiteenlopendheid van hulle onderskeie bedrywighede, op die grondslag van direkte of indirekte beheer, gemeenskaplike doel oor 'n lang tydperk, ineenskakelende direksies of ander kommersieel erkende metodes van permanente skakeling, 'n onderskeibare groepering van aansienlike omvang daarstel. Hierdie verskynsel word deur McGregor[22] verduidelik met verwysing na beheersyfers van die Johannesburgse Effektebeurs (JEB) wat op markkapitalisasie gegrond is. Hoewel hy toegee dat daar ander metodes as markkapitalisasie is om beheer te meet, beweer hy dat die Anglo Americangroep 44,2 persent, die Rembrandtgroep 13,6 persent, Sanlam 13,2 persent, SA Mutual 10,2 persent, die Liberty-groep 2,6 persent en Anglovaal 2,5 persent beheer.[23]

19. Woordvoerders van die konglomerate en onafhanklike waarnemers betwis die geldigheid van hierdie syfers, maar selfs hulle is genoodsaak om te erken dat 'n aansienlike deel van die land se ekonomiese rykdom, op slot van sake, onder beheer van 'n handjievol groot maatskappye is.

20. In 'n referaat tydens die Newick Park Initiative Conference wat van 21 tot 25 Januarie 1991 in Brittanje gehou is, het professor Maasdorp op 'n aantal faktore gewys wat bydra tot konglomerasie. Dit sluit in die belangrike rol van die mynfinansieringshuise in die ontwikkeling van die land se ekonomie, valutabeheermaatreëls, die subsidiëring van kapitaal (bv. deur "baie ruim" voorsiening vir die delging van kapitaal vir belastingdoeleindes en die negatiewe reële rentekoerse wat van tyd tot tyd heers), 'n magdom wette en regulasies wat klein onafhanklike besighede strem, en disinvestering deur buitelandse maatskappye.[23]

21. Daar moet gelet word daarop dat sogenaamde "konglomeraatverkrygings" (d.w.s. die verkryging deur 'n onderneming wat in een mark bedrywig is van 'n ander onderneming in 'n nie-verwante mark), omdat hulle oor die algemeen nie mededinging beperk nie, nie naastenby soveel probleme as horisontale en vertikale samesmeltings skep vir die verskillende instellings wat gemoeid is met die implementering van mededingingsreëls in die betrokke lande nie. 'n Vooraanstaande Amerikaanse kommentator stel dit trouens uitdruklik dat "antitrust" nooit met enige konglomeraatsamesmelting behoort in te meng nie.[24] Nie almal deel egter hierdie houding oor konglomeraatsamesmeltings nie.

22. Howe in die Verenigde State het byvoorbeeld twee breë kategorieë gevare vir mededinging voortvloeiend uit konglomeraatsamesmeltings uitgewys, nl. die vergemakliking van samespanning of oligopolieprysbepaling deur die uitskakeling van potensiële (teenoor werklike) mededinging tussen die samesmeltende ondernemings,[25] en die vergemakliking van ondoeltreffende uitsluitingspraktyke wat op buitestaanders gemik is, soos resiprositeit, gekoppelde verkope of roofsugtige pryse.[26]

23. In Kanada sal konglomeraatsamesmeltings slegs kommer wek onder die Competition Act, 1986, indien bewys kan word dat, by afwesigheid van die samesmelting, een van die partye waarskynlik *de novo* tot die mark sou toetree. In sulke omstandighede sal optrede geregverdig wees slegs as daar vasgestel kan word dat "prices would likely be materially higher in a substantial part of the market for more than two years than they would be if the merger did not proceed".[27]

24. 'n "Redelike groot" persentasie samesmeltings wat elke jaar in Brittanje vir ondersoek kwalifiseer, is van die konglomeraatsoort.[28] Die Monopolies and Mergers Commission het egter nog geen konglomeraatsamesmelting afgekeur op grond daarvan dat mededinging benadeel sal word nie. Waar konglomeraatsamesmeltings wel afgekeur is, is dit gedoen op grond van die onversoenbaarheid van die topbestuur[29] of weens die implikasies van die samesmelting vir streeksbeleid.[30]

25. In Suid-Afrika is die algemene uitwerking wat konglomerasie (of diversifikasie soos dit ook genoem word) op mededinging kan hê, belangriker as die uitwerking daarvan op spesifieke markte. Dit word beweer dat waar byvoorbeeld vyf of ses groot groepe bestaan en die onderskeie ondernemings in sulke groepe mekaar in 'n groot aantal markte (soos mens in die Republiek kry) konfronteer, die multimarkkontak hulle sal noop om saam te werk eerder as om mee te ding. Hulle doen dit omdat hulle besef dat as hulle straf in een mark meeding, die mededingers hulle in 'n groot aantal ander markte in eie munt kan terugbetaal.[31] Die logika van hierdie sogenaamde "teorie van konglomeraattoegeeflikheid" is selfs nog dwingender in die Suid-Afrikaanse verband, waar die situasie deur aansienlike intergroep-kruisaandelebesit en ineenskakelende direksies vererger word. Dit is sonder twyfel 'n faktor wat in hierdie ondersoek ter sake is.

AGTERGROND TOT DIE ONDERSOEK

26. Kennis van die Raad se ondersoek, wat in Goewermentskennisgewing No. 651 in *Staatskoerant* No. 12679 van 10 Augustus 1990 verskyn, lui soos volg:

"Die Raad op Mededinging maak hierby vir algemene inligting bekend dat hy 'n ondersoek onderneem ingevolge artikel 10 (1) van die Wet op die Handhawing en Bevordering van Mededinging, 1979 (Wet No. 96 van 1979), ten einde te bepaal of die aankoop van addisionele aandele in Gold Fields of South Africa Beperk deur of namens Anglo American Corporation of South Africa Beperk, De Beers Consolidated Mines Beperk en hulle geassosieerde maatskappye (die groep) sedert 1 Junie 1989 'n "beperkende praktyk" of 'n "verkryging" is, en of die genoemde aankoop van aandele die groep in 'n "monopoliesituasie" geplaas het of kan plaas.

By die bepaling of enige "beperkende praktyk" of "monopoliesituasie" bestaan of mag ontstaan en of enige "verkryging" plaasgevind het, aan die plaasvind is of voorgestel word, sal die Raad onder andere ook besin oor die tersaaklikheid van enige reg of mag wat Anglo American Corporation of South Africa Beperk en De Beers Consolidated Mines Beperk, tesame met hulle geassosieerde maatskappye, het of mag bekom om een of meer direkteure op die direksie van Gold Fields of South Africa Beperk aan te stel.

Enigiemand kan binne dertig (30) dae vanaf die datum van hierdie kennisgewing skriftelike vertoë aangaande hierdie ondersoek rig aan die Direkteur: Ondersoeke, Raad op Mededinging, Privaatsak X720, Pretoria, 0001. Telefaks 012/3225428."

27. Diagramme 1 en 2 illustreer die kruisaandeelhouding tussen Anglo American Corporation of South Africa Bpk. (Anglo) en De Beers Consolidated Mines Bpk. (De Beers), asook sommige van hulle gemeenskaplike belange, en die belangrikste aandeelhouers in Gold Fields of South Africa Bpk. (GFSA). Die inligting oor die omvang van die verskillende aandeelhoudings wat in die diagramme voorkom, is nie altyd geredelik beskikbaar nie. Hoewel alles moontlik gedoen is om akkuraatheid te verseker, is dit moontlik dat sommige daarvan nie geheel-en-al persent korrek is nie.

Diagram 1
Die kruisaandeelhouding tussen Anglo American en De Beers asook sommige van hulle gemeenskaplike belange

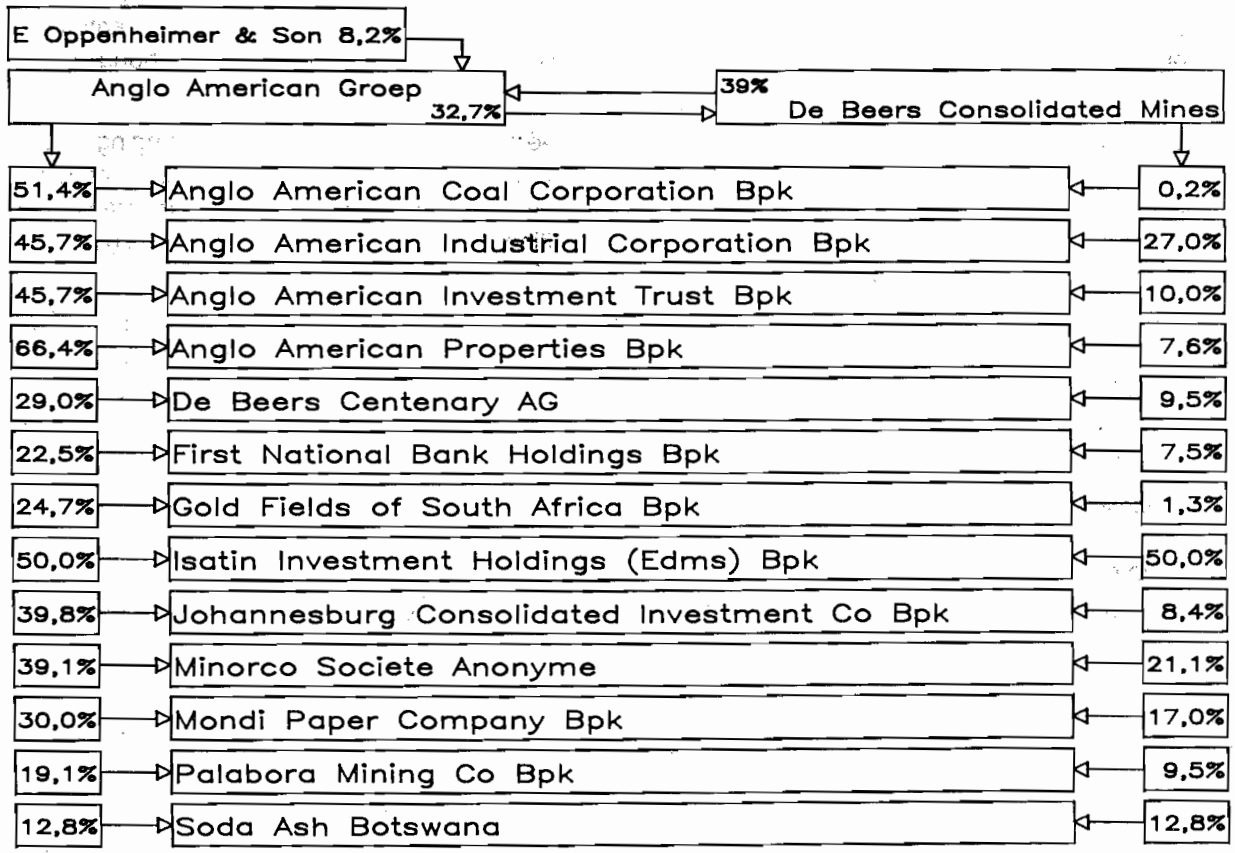
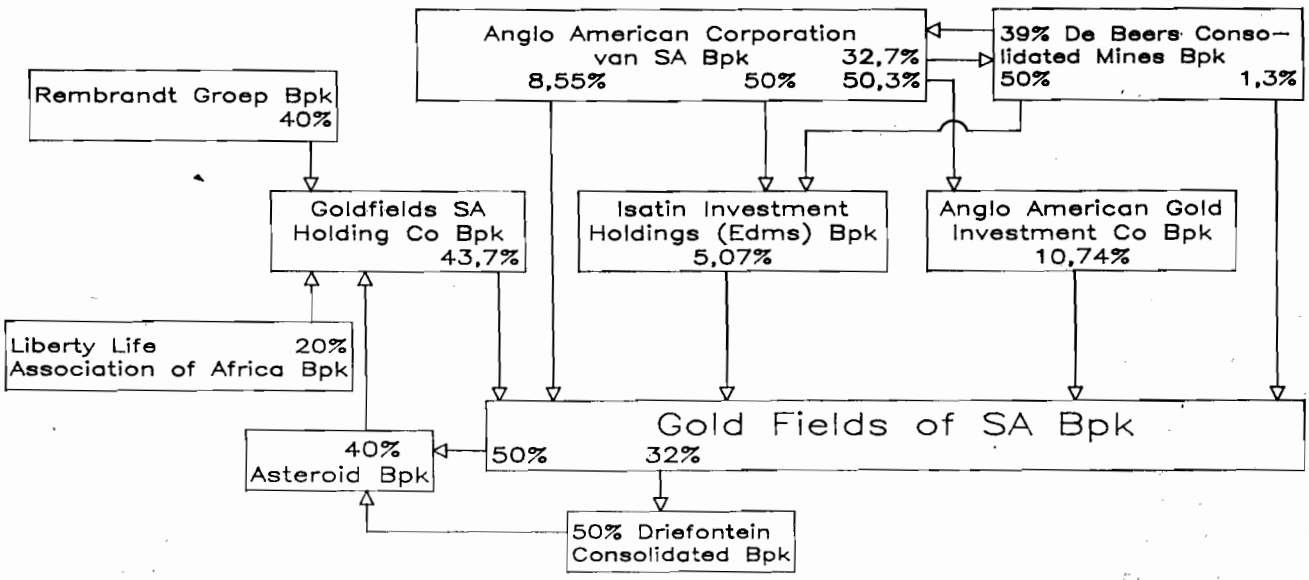


Diagram 2
Die belangrikste aandeelhouers in Gold Fields of South Africa Bpk



28. GFSA (vroeër West Witwatersrand Areas Bpk. [West Wits] genoem) is op 12 November 1932 ingelyf en is genoteer op die Johannesburgse Effektebeurs (JEB). Op 1 Julie 1971 het West Wits 'n ongenoteerde maatskappy, genaamd Gold Fields of South Africa Bpk., verkry. Die genoteerde maatskappy het die ongenoteerde maatskappy se naam oorgeneem en die ongenoteerde maatskappy het sy naam na GFSA Holdings Bpk. verander.

29. Anglo, met 'n aandeel van 10 persent, was 'n stigtersaandeelhouer in West Wits in 1932. Sedertdien het die Anglo/De Beersgroep altyd 'n aansienlike aandeel in West Wits/GFSA besit. Die omvang daarvan het van tyd tot tyd gewissel.

30. Ter erkenning van sy aanvanklike aandeelhouding in West Wits is Anglo verteenwoordigigng in sy direksie gegee. Teen 1971 het dit tot twee direkteure vermeerder. Anglo het later ingestem om sy verteenwoordiging tot een te verminder. Mnr. E. P. Gush, wat ook 'n lid van Anglo se direksie is, is in November 1983 in GFSA se direksie aangestel. Hy is op 15 Januarie 1991 by 'n verdaagde algemene jaarvergadering van GFSA uitgestem.

31. Op 21 September 1988 het Minorco Société Anonyme (Minorco), 'n maatskappy wat in Luxemburg ingelyf is, aangekondig dat hy voornemens is om 'n vyandige aanbod te maak om die totale aandelekapitaal van Consolidated Gold Fields PLC (Consgold), 'n maatskappy wat in die Verenigde Koninkryk ingelyf is, te verkry. Die aanbod is formeel uitgereik op 4 Oktober 1988. Destyds het Minorco 'n aandeel van net minder as 30 persent in Consgold gehad.

32. Aangesien (a) Anglo en De Beers 'n gesamentlike belang van 60 persent in Minorco en (saam met maatskappye wat deur Anglo beheer word) 'n aandeel van 21 persent in GFSA gehad het, en (b) Consgold 'n aandeel van 38 persent en beheer oor 48 persent van die stemme in GFSA gehad het, het dit gevolg dat, as Minorco beheer oor Consgold sou kry, Anglo en De Beers GFSA sou beheer. Die Raad het gevolglik besluit om die aangeleentheid formeel te ondersoek. Kennis daarvan is gegee in Goewermentskennisgewing No. 2051 in *Staatskoerant* No. 11533 van 7 Oktober 1988.

33. Minorco se aanbod vir Gonsgold het internasionaal aandag getrek en nie net Brittanje se Monopolies en Mergers Commission nie, maar ook die howe in Amerika en die Europese Kommissie moes uiteindelik oor die aangeleentheid beslis. Anglo en De Beers het aangevoer dat die Raad op Mededinging geen jurisdiksie in die saak het nie omdat die transaksie twee buitelandse maatskappye ingesluit het. Met verwysing na die gebruik elders in die wêreld en beginsels van die Suid-Afrikaanse gemenereg, het die Raad hierdie siening verwerp. Die Raad het aangevoer dat die transaksie 'n nadelige uitwerking op mededinging in die Republiek sou hê. Aangesien dit voorkom kon word deur die Raad en die Minister, wat in tandem optree, het hulle gepaste stappe geneem (en was verplig om dit te doen).[32]

34. Artikel 11 van die Wet op die Handhawing en Bevordering van Mededinging, 1979, magtig die Raad om in die loop van 'n ondersoek ingevolge artikel 10 met enige persoon of liggaam te onderhandel met die oog daarop om 'n ooreenkoms te bereik wat, na gelang van die geval, die beëindiging van 'n beperkende praktyk sal verseker of 'n verkryging of monopoliesituasie wat die onderwerp van 'n ondersoek is, sal ophef, beëindig, voorkom of wysig. Indien so 'n reëling getref word, moet dit vir goedkeuring aan die Minister voorgelê word. Sodra hierdie goedkeuring verkry is, word die ooreenkoms deur die Minister by kennisgewing in die *Staatskoerant* gepubliseer. 'n Oortreding van hierdie kennisgewing of versuim om daaraan te voldoen, is 'n misdryf.

35. In die Minorcosaak het die Raad met Anglo en De Beers 'n ooreenkoms aangegaan met die verstandhouding dat as Minorco beheer oor Consgold sou verkry, hulle (Anglo en De Beers) die verkoop van al Consgold se belange in GFSA en GFSA Holdings Bpk., sodra dit kommersieel voordelig is, aktief sou steun. Sekere ander voorwaardes, wat daarop gemik was om te verseker dat hulle nie beheer oor GFSA gedurende die tyd dat Consgold van sy belange ontslae raak soos hierbo gemeld sou kry nie, is ook deur Anglo en De Beers aanvaar.[33] Hierdie ooreenkoms is deur die Minister aanvaar, wat ook 'n ooreenkoms met Minorco aangegaan het ingevolge waarvan Minorco onder meer onderneem het om te sorg dat Consgold al sy belange in GFSA verkoop sodra dit kommersieel voordelig is. Sowel die ooreenkoms tussen die Raad en Anglo en De Beers as die ooreenkoms tussen die Minister en Minorco was onderworpe aan die opskortende voorwaarde dat Minorco se aanbod vir Consgold moes slaag. Toe die aanbod misluk, het die reëling en ooreenkoms verval.

36. Na die mislukking van Minorco se aanbod het Hanson PLC 'n aanbod gemaak vir Consgold en dit uiteindelik in Augustus 1989 verkry. Hy het toe begin om van Consgold se belange in GFSA te verkoop. As gevolg van hierdie proses het die Rembrantgroep 'n groter aandeel in GFSA verkry.

37. Gedurende die laaste helfte van 1989 het aggressiewe aankope van GFSA-aandele op die JEB deur Nedbank Nominees Bpk. merkbaar geword. Navrae deur die Raad het aan die lig gebring dat Nedbank Nominees die aandele namens Isatin Investment Holdings (Edms.) Bpk. (Isatin) gekoop het. Anglo en De Beers het elk 'n aandeelhouding van 50 persent in Isatin.

38. Een van die bepalings in die ooreenkoms tussen die Raad en Anglo en De Beers waarna in paragraaf 35 verwys is, het bepaal dat totdat Consgold se aandeel in GFSA en GFSA Holdings Bpk. in geheel van die hand gesit is, Anglo en De Beers met die Raad moes oorleg pleeg voordat hulle direk of indirek hulle bestaande aandeelhouding in GFSA uitbrei. Toe dié ooreenkoms verval, het hierdie wetlike verpligting ook verval. Hulle was gevolglik binne hul regte om hul aandeelhouding in GFSA deur die Isatin-Nedbank Nominees-kanaal uit te brei sonder om met die Raad oorleg te pleeg. Baie groot ondermenings in Suid-Afrika, insluitende sommige in die Anglo-groep, sou onder dié besondere omstandighede nie so opgetree het nie.

39. Op 'n vergadering op 6 Junie 1988 in Pretoria, wat bygewoon is deur die Minister, die voorsitter van die Raad op Mededinging en mnr. G. W. H. Relly, wat toe voorsitter van Anglo was, het mnr. Relly verklaar dat Anglo en De Beers geen begeerte het om GFSA te beheer nie. Hy het dit herhaal in 'n brief gedateer 16 September 1988 geadresseer aan die Minister. Hierin verklaar hy:

"I said in response that the Anglo American Corporation had no intention of 'controlling' GFSA. Indeed, we would not want to find ourselves responsible for the manning and management of that group".

Kort daarna het Minorco sy aanbod vir Consgold gemaak.

40. Dit is gevolglik nouliks verbasend dat die Raad, toe hy gekonfronteer is met die versluierde[34] verkryging van aandele in GFSA deur Anglo en De Beers en 'n klagte rakende die nadelige uitwerking wat dit op mededinging kan hê, nie gehuiwer het om 'n formele ondersoek na die aangeleentheid in te stel nie.

VOORLEGGINGS DEUR DIE PARTYE

41. Voorleggings is van GFSA en Anglo en De Beers ontvang.

GFSA se voorlegging

42. GFSA se voorlegging was omvattend en het afskrifte ingesluit van uittreksels uit notules van direksievergaderings, koerante, finansiële tydskrifte en boeke, kommunikasie tussen persone in topbestuursposte in die groot ondernemings wat by die GFSA/Anglo en De Beers sage betrokke was en grafieke.

43. Die kern van die voorlegging was dat die koop van bykomende aandele deur Anglo en De Beers in GFSA sedert 1 Junie 1989 'n beperkende praktyk en/of 'n verkryging daargestel het en/of die maatskappye in 'n monopolie situasie geplaas het wat in nie een van die gevalle in die openbare belang geregverdig kon word nie.

44. Daar is aangevoer dat die omvang van Anglo en De Beers se aandeelhouding in GFSA nie 'n blote "portefeuljebelegging" is nie, maar dat dit duidelik 'n meganisme was om te verseker dat hulle 'n vetomag behou om die Rembrandtgroep se verhoogde belang in GFSA (wat hulle nie aangestaan het nie) teen te werk in ooreenstemming met hulle filosofie van "Who needs take-overs when you can control with a minority stake?".

45. GFSA het toegegee dat Anglo en De Beers geen wettige reg gehad het om aan te dring op 'n direkteur in sy direksie nie. GFSA het nietemin die Raad op Mededinging versoek om te verseker dat mnr. E. P. Gush, wat ook 'n direkteur van Anglo was, direkteurskap van GFSA ontruim. Hierdie versoek is natuurlik geruime tyd voor 15 Januarie 1991 voorgelê.

46. Om die situasie reg te stel waarin GFSA hom bevind het, is voorgestel dat die Raad by die Minister aanbeveel dat Anglo en De Beers hulle aandele in GFSA, geheel of gedeeltelik deur middel van die betaling van dividende in spesie, vervreem. Anglo en De Beers moes, in afwagting van die finalisering van hierdie proses, verbied word om enige stemreg in GFSA uit te oefen. As alternatief moes hulle toegelaat word om slegs te stem oor 'n besluit oor die regte wat aan hulle aandele in GFSA gekoppel is. Verder moes geen direkteur van die Anglo/De Beersgroep toegelaat word om in GFSA se direksie te dien nie.

Die Anglo/De Beersvoorlegging

47. Anglo en De Beers het beswaar gemaak teen die kennisgewing van die ondersoek en het aangevoer dat dit gebrekkig is omdat dit nie besonderhede bevat van die ondersoek wat die Raad voornemens was om te doen nie. Hierdie besonderhede was nodig om behoorlik vertoë te kan rig. Anglo en De Beers het meer spesifiek besonderhede verlang oor welke (a) situasies watter mededinging in watter kategorieë beperk en hoe; (b) "beherende aandeel" in watter besigheid wat by die produksie van welke handelsartikel betrokke is, ondersoek word; (c) beheer oor watter onderneming of bate ondersoek word en deur wie dit na bewering verkry is; (d) spesifieke soort besigheid in verhouding tot watter handelsartikel ondersoek word; (e) wesenlike ekonomiese verbintenis bestaan ten opsigte van watter klas besigheid in verhouding tot watter handelsartikel; en (f) wat "geassosieerde maatskappye" en "groepe" behels en hoe die koop van aandele in GFSA deur die "geassosieerde maatskappye" of die "groep" die "groep" in 'n monopoliesituasie geplaas het of kan plaas.

48. Die Raad het die verlangde inligting verstrek en Anglo en De Beers versoek om sekere inligting te verskaf. Hulle het aan die versoek om verdere inligting voldoen, maar het beweer dat die verdere besonderhede wat deur die Raad verskaf is, die bestek van die ondersoek verbreed, die saak vertroebel en onvoldoende is om hulle in staat te stel om behoorlike vertoë te rig. Hulle het ook aangedui dat hulle bereid is om die aangeleentheid met die Raad te bespreek.

49. 'n Vergadering is op 6 Desember 1990 tussen die Raad en Anglo en De Beers gehou. Voor die vergadering is die Staatsprokureur, Pretoria, geraadpleeg oor die bewering dat die kennisgewing van die ondersoek saam met die verdere besonderhede wat deur die Raad verskaf is, onvoldoende is. Die aanduiding was dat dit nie die geval is nie.

50. Die vergadering op 6 Desember het gehelp om groter duidelikheid oor die tersaaklike aspekte te kry. Anglo en De Beers het hulle opmerkings, waarnemings en betoë wat uit die vergadering voortgespruit het, uiteengesit in 'n brief gedateer 10 Januarie 1991. In wese het sowel die aanvanklike betoë as dié van 10 Januarie ten sterkste ontken dat die koop van aandele in GFSA deur die geassosieerde maatskappye van Anglo en De Beers sedert 1 Junie 1989 'n beperkende praktyk of 'n verkryging daarstel, of dat dit tot 'n monopoliesituasie aanleiding gegee het. Die Raad is ook verseker dat nóg Anglo, nóg De Beers, nóg "die groep" die reg of bevoegdheid het om een of meer direkteure van GFSA aan te stel, en daar is ook geen ooreenkoms, reëling of verstandhouding wat hulle die reg of bevoegdheid gee om van die meerderheid van GFSA se lede te verlang om ten gunste van die herverkiesing van mnr. Gush te stem nie.

51. Ter stawing van hulle bewerings het Anglo en De Beers sekere feite érken en sekere argumente aangevoer. Vir die bestaande doeleindes is die volgende die belangrikste:

(1) Anglo/De Beers en GFSA ding straf met mekaar mee by onder meer die verkryging van mineraleregte en die doeltreffende benutting van sodanige regte.

(2) Anglo en De Beers wil nie GFSA beheer nie, maar beskou hulle aandeelhouding in GFSA, hoewel dit 'n nie-beherende belang is, as 'n belangrike belegging.

(3) Die woorde "houer van 'n beherende aandeel" soos dit in die omskrywing van 'n "verkryging" voorkom, kan nie as "houers van 'n beherende aandeel" geïnterpreteer word nie.

(4) Die "koop" van aandele is duidelik onderskeibaar van die "subskripsie" vir aandele.

(5) Geen handelinge wat die neem van 'n spesiale besluit vereis, hou hoegenaamd verband met omstandighede wat GFSA, Anglo and De Beers se mededingende regte en bevoegdhede moontlik sou kon beperk nie. Dit is foutief om 'n meganisme wat deur die Maatskappywet, 1973, ontwikkel is om minderheidsaandeelhouers te beskerm, gelyk te stel aan 'n "beherende aandeel" soos omskryf in die Wet op die Handhawing en Bevordering van Mededinging, 1979.

(6) Die feit dat De Beers en Anglo kruisaandeelhouding in mekaar het en soms saamwerk, bied geen regverdiging vir 'n bevinding dat die ondernemings nie werklik onafhanklik van mekaar is nie. Elke maatskappy het verskillende aandeelhouers en 'n ander direksie.

(7) Daar is geen regverdiging nie vir die stelling dat 'n aandeelhouer van 'n maatskappy 'n "beherende aandeel" het bloot deur sy aandele teen 'n mosie te stem, wat hy regtens geoorloof is om te doen.

(8) Die stelling dat daar 'n beperking van mededinging is as een of meer persone met 'n wesenlike ekonomiese verbintenis 'n monopolistiese (oorheersende) posisie verkry of versterk, is nie op logika, feite of die reg gegrond nie.

(9) Daar is regtens of eties niks daarmee verkeerd om gewoonweg kruisdirekteurskappe in dieselfde of verskillende mynhuise te hê nie. Hulle haal 'n verklaring van die voorsitter van GFSA aan waarin hy sê dat kruisdirekteurskappe op bedryfsvlak 'n goeie ding is.

ONTLEDING

52. Die Raad het twee sleutelkwessies geïdentifiseer, wat volgens die feite ontleding ingevolge die Wet regverdig, toe hy kennis van die ondersoek gegee het. Dit is die hou van aandele deur 'n maatskappy in 'n konkurrent se onderneming en ineenskakelende direksies. Die kern van die ontleding wat volg, sal dus wees om vas te stel onder watter omstandighede, indien enige, dit konstateer kan word dat die onderskeie kwessies 'n "beperkende praktyk", "verkryging" of "monopolisituasie", soos in die Wet omskryf, daarstel.

53. Die hou van aandele in 'n konkurrent se onderneming en ineenskakelende direksies is aangeleenthede wat ook in 'n maatskappyregkonteks voorkom. Dit is dus raadsaam geag om die Raad se ontleding daarvan te laat volg op 'n kort uiteensetting van hoe sekere aspekte op dié gebied hanteer word.

Aandeelhouding

54. Die onderlinge verhouding tussen 'n maatskappy se aandeelhouers is grootliks gebaseer op die begrippe meerderheidsbewind en minderheidsbeskerming.[35] Hierdie benadering word onder meer in die sogenaamde "onteieningsake" gevolg. Hierin laat die howe 'n verandering in 'n maatskappy se statute in opdrag van die meerderheidsaandeelhouers toe om hulle in staat te stel om die minderheidsaandeelhouers te dwing om hulle aandele teen 'n redelike prys aan 'n goedgekeurde koper te verkoop, mits dit bona fide en in belang van die maatskappy as geheel is.[36] Die een duidelike geval waar die howe nog geen probleem gehad het om te bevind dat die onteiening van die minderheidsaandeelhouers geregverdig is nie, is waar die minderheidsaandeelhouers in mededinging met hulle maatskappy sake doen.[37]

55. Daar is 'n aantal bepalings in die Maatskappywet, 1973, wat regte verleen aan minderheidsaandeelhouers wat as 'n omskrewe groep optree.[38] Vir doeleindes van hierdie ondersoek is die belangrikste hiervan die veto wat ingevolge die formele vereistes vir die neem van 'n spesiale besluit uitgeoefen kan word.

56. Artikel 199 (1) van die Maatskappywet, 1973, bepaal dat die aanneem van 'n spesiale besluit onder meer (a) 'n kworum van nie minder nie as een kwart van die totale stemme van al die lede wat daarop geregtig is om die vergadering by te woon en daarop te stem en wat persoonlik of deur volmag teenwoordig is, vereis, asook (b) aanname van die besluit deur nie minder nie as driekwart van die aantal lede wat geregtig is om op die vergadering te stem en wat persoonlik of deur volmag teenwoordig is, of waar 'n stemming met stembriefies geëis, is, deur nie minder nie as driekwart van die totale stemme waarop die lede wat persoonlik of deur volmag teenwoordig is, geregtig is.

57. Dit hou in dat slegs wanneer al die lede van 'n maatskappy persoonlik of deur volmag teenwoordig is (wat in die geval van die meeste genoteerde maatskappye onwaarskynlik is), die blokkering van 'n spesiale besluit 25 persent plus een van die stemme sou vereis. In alle ander gevalle waar vergaderings deur minder as die volle getal lede bygewoon word, kan 'n spesiale besluit geblokkeer word deur persone wat 'n aandeel van tussen 25 persent en net meer as 6,25 persent in die maatskappy het. In die geval van 'n verdaagde vergadering waar die kworumvereiste nie meer geld nie, kan selfs minder as 6,25 persent van die stemme natuurlik genoeg wees.

Direkteure

58. Een van die mees gevestigde beginsels van die maatskappyreg is dat direkteure in 'n vertrouensposisie teenoor hulle maatskappye staan.[39]

59. Dit hou in dat hulle hul bevoegdhede te goeder trou moet uitoefen en 'n botsing tussen hulle eie belange en dié van die maatskappy moet vermy. Een van die kwessies wat spruit uit die vereiste vermyding van belangebotsings, is of 'n direkteur in die direksies van twee mededingende maatskappye kan dien.

60. By die hantering van die vraagstuk in Engeland, Australië en Nieu-Seeland verwys die howe byna sonder uitsondering na *London and Mashonaland Exploration Co. Ltd v New Mashonaland Exploration Co. Ltd.*[40] In hierdie saak het Chitty R die hou van direkteurskappe in konkurrerende maatskappye gesanksioneer behoudens drie voorwaardes, naamlik (1) die statute van 'n maatskappy kan iemand verbied om in die direksie te dien van enige ander maatskappy wat 'n aansienlike hoeveelheid sake in mededinging met dié maatskappy doen; (2) daar kan 'n uitdruklike of stilswyende kontrak met die direkteure wees dat hulle nie in die direksies van konkurrerende maatskappye mag dien nie; en (3) vertroulike inligting wat as 'n direkteur van 'n maatskappy verkry is, mag nie aan konkurrerende maatskappye bekend gemaak word nie.

61. Ten spyte van Lord Cranworth se verklaring in *Aberdeen Rail Co. v Blaikie Bros*[41] dat ". . . it is a rule of universal application that no one having such (fiduciary) duties to discharge shall be allowed to enter into engagements in which he has or can have a personal interest conflicting or which possibly may conflict with the interests of those whom he is bound to protect", en Clauson R se bevinding in *Re Thompson*[42] ten effekte dat dit pligskending deur 'n trustee is om 'n saak te bedryf wat meeding met dié wat deur die trust beheer word, het die howe in al drie hierdie lande hulle daarvan weerhou om te beslis dat direkteure nie direkteurskappe in wedywerende maatskappye mag hê nie.[43] Daar was uiteraard erkenning van die "gevare" daaraan verbonde as 'n direkteur vertroulike inligting wat in daardie hoedanigheid verkry is, gebruik om hom in die mededingende onderneming te help en die "aansienlike" probleme om sodanige gebruik van dié inligting te vermy.[44] Misbruik van vertroulike inligting moet nietemin steeds op die feite van 'n spesifieke saak vasgestel word.[45]

62. Regters in die Verenigde State van Amerika het 'n strenger siening van 'n direkteur se vertrouenspligte as hulle eweknieë in die Statebond.[46] So is byvoorbeeld beslis dat 'n direkteur ". . . owes loyalty and allegiance to the corporation—a loyalty that is undivided and an allegiance that is influenced in action by no consideration other than the welfare of the corporation".[47] Hierdie siening is deur regter Douglas van die Supreme Court gesteun toe hy gesê het: "He who is in such a fiduciary position . . . cannot by the intervention of a corporate entity violate the ancient precept against serving two masters".[48]

Die bekendste siening oor die onderwerp is waarskynlik dié van Cardozo R: "Many forms of conduct permissible in a workaday world for those acting at arm's length, are forbidden to those bound by fiduciary ties. A trustee is held to something stricter than the morals of the market place. Not honesty alone, but the punctilio of an honor the most sensitive, is then the standard of behaviour. As to this there has developed a tradition that is unbending and inveterate. Uncompromising rigidity has been the attitude of courts of equity when petitioned to undermine the rule of undivided loyalty by the 'disintegrating erosion' of particular exceptions . . . Only thus has the level of conduct for fiduciaries been kept at a level higher than that trodded by the crowd. It will not consciously be lowered by any judgment of this court."[49]

63. In the VSA, soos elders, word die plig om nie mee te ding nie deur die omstandighede van elke geval bepaal.[50] Geen versuim van vertrouensplig sal bevind word in die afwesigheid van feite wat toon dat die maatskappy benadeel is nie.[51] Onthulling van vertroulike of binne-inligting is natuurlik 'n versuim van vertrouenspligte.[52]

64. In Kanada is die belangrikste saak oor dié onderwerp *Canadian Aero Services Limited v O'Malley.*[53] Hoewel dit nie vir die hof nodig was om spesifiek die kwessie van die gelyktydige hou van direkteurskappe in mededingende maatskappye te hanteer nie, het Laskin R se siening oor die noú verwante aspek van 'n direkteur wat 'n maatskappygeleentheid vir homself toe-eien, die Kanadese reg in lyn geplaas met die redenasie wat in *Aberdeen Rail Co.* en *Re Thompson* en deur Cardozo R in *Meinhard v Salmon* gevolg is. Daarin is geredeneer[54] dat deur dit te doen, die geleerde regter enige persoon wat optree as direkteur van ineenskakelende maatskappye, in 'n riskante posisie plaas.

65. Onder die Suid-Afrikaanse reg moet 'n hele aantal faktore oorweeg word om te bepaal of 'n direkteur met sy maatskappy kan meeding, d.w.s. in sy persoonlike hoedanigheid of as direkteur van 'n mededingende maatskappy, insluitende die maatskappy se grondwet (d.w.s. akte van oprigting en statute),[55] die betrokke persoon se status in die maatskappy en enige kontrak wat tussen hom en die maatskappy mag bestaan.[56]

66. Oor die algemeen kan aanvaar word dat 'n besturende direkteur van een maatskappy nie terselfdertyd die besturende direkteur van 'n mededingende maatskappy mag wees nie. In *Atlas Organic Fertilizers (Pty) Ltd v Pikkewyn Ghwano (Pty) Ltd*[57] het Van Dijkhorst R hierdie beginsel herbevestig. Hy was egter bereid om daarvan af te wyk om 'n besturende direkteur wie se dienste beëindig is en wat sy kennismaand gewerk het, in staat te stel om 'n ander werkgeleentheid te kry, al was dit in mededinging met sy huidige maatskappy. Volgens die regter het dit nie noodwendig 'n groter belangebotsing veroorsaak as dié van 'n gewone direkteur wat in die direksies van twee mededingende maatskappye dien nie.

67. Goldstone R (soos hy toe was) se benadering in *Sibex Construction (SA) (Pty) Ltd v Injectaseal CC*[58] verskil wesenlik. Nadat hy daarop wys dat 'n direkteur se vertrouensplig in ons reg nie net ontstaan in situasies waar die direkteur as agent vir die maatskappy optree nie, maar ook op grond van die feit dat hy 'n trustee vir sy maatskappy is, sê hy voorts:

"On the facts of the present case I cannot conceive of an individual director being able to serve simultaneously on the boards of say Sibex and Furmatite (Pty) Ltd whether or not, as a fact, he was mandated to act as an agent for either or both of the companies. And the same would be true of the General Manager, even if not a director. The knowledge alone of the prices submitted by the one company would create an unresovable conflict of interests in relation to the other. Any benefit obtained by the one company by reason of its relationship with a Sasol Company or Natref would be to the disadvantage of the other. It would be a most unusual situation which allowed directors or senior officers or managers of one company to act in the same or similar capacity for a rival company without actual or potential conflict situations arising with frequent regularity. Even in the case of a non-executive director a similar conflict of interests could arise in circumstances not difficult to imagine.".

Hy sluit sy betoog oor die aangeleentheid af deur te sê dat die howe die "streng etiek" op hierdie gebied van die reg moet erken en streng moet afdwing sodat mense in vertrouensposisies minder in die versoeking kan kom om hulself in 'n posisie te plaas waar plig met belange bots.

68. Die oneerlike gebruik van vertroulike inligting deur 'n direkteur sal nie onder die Suid-Afrikaanse reg geduld word nie.[59]

Beperkende praktyk

69. "Beperkende praktyk" soos in artikel 1 van die Wet omskryf, beteken—

"(a) enige ooreenkoms, reëling of verstandhouding, hetsy regtens afdwingbaar of nie, tussen twee of meer persone; of

(b) enige besigheidspraktyk of handelsmetode, met inbegrip van enige metode om pryse vas te stel, hetsy deur die verskaffer van enige handels-artikel of andersins; of

(c) enige handeling of versuim deur enigiemand, hetsy hy onafhanklik of tesame met iemand anders optree; of

(d) enige toestand wat uit die bedrywighede van enige persoon of klas of groep persone ontstaan,

wat regstreeks of onregstreeks mededinging beperk deurdat die uitwerking het of waarskynlik sal hê om—

(i) die produksie of distribusie van enige handelsartikel te beperk; of

(ii) die fasiliteite beskikbaar vir die produksie of distribusie van enige handelsartikel in te kort; of

(iii) die prys van of enige ander teenprestasie vir enige handelsartikel te verhoog of te handhaaf; of

(iv) die produksie of distribusie van enige handelsartikel op die mees doeltreffende en ekonomiese manier te verhoed; of

(v) die ontwikkeling of invoering van tegniese verbeterings of die uitbreiding van bestaande of die skepping van nuwe markte te verhoed of te vertraag; of

(vi) die toetrede van nuwe produsente of distribueerders tot enige tak van die handel of nywerheid te verhoed of te beperk; of

(vii) die aanpassing van enige beroep of tak van die handel of nywerheid by veranderde toestande te verhoed of te vertraag."

Aandeelhouding

70. Daar bestaan geen twyfel nie dat iemand wat 'n absolute meerderheid van die aandele in 'n maatskappy hou, op die omvang daarvan kan steun om onder andere (a) die produksie van 'n bepaalde handelsartikel te beperk, (b) die uitbreiding van bestaande markte of die opening van nuwe markte te voorkom of te vertraag, of (c) die toetrede van 'n nuwe produsent of distribueerder in 'n bepaalde bedryfs- of nywerheidstak te voorkom of te beperk.

71. Dieselfde resultate kan bereik word waar iemand wat op sy eie of saam met iemand anders optree, in 'n posisie is om genoeg stemme te werf om 'n besluit wat 'n bepaalde handelswyse magtig, te blokkeer. Dit is die waarskynlikste dat dit sal gebeur in situasies wat die neem van 'n spesiale besluit vereis. 'n Aandeelhouer wat net meer as 25 persent van die beskikbare stemme in 'n maatskappy beheer, sal altyd in 'n posisie wees om die aanneem van 'n spesiale besluit te blokkeer. Soos egter in paragraaf 57 genoem, kan 'n aandeelhouding van selfs net meer as 6,25 persent in 'n maatskappy onder die regte omstandighede voldoende wees om 'n spesiale besluit te kelder.

72. Indien 'n aandeelhouer wat ook in staat is om 'n spesiale besluit te blokkeer, ook 'n mededinger is van die maatskappy waarin die aandele gehou word, kan sy optrede maklik die beperking van mededinging tot gevolg hê indien hy sy vetoreg uitoefen. Sodanige beperkings van mededining moet egter werklik plaasvind of waarskynlik sal plaasvind ten einde so 'n gevolg te hê.

73. In *S v ffrench-Beytagh*[60] is beslis dat die woorde "likely to have" op waarskynlikheid dui en dat dit nie blote moontlikhede of onwaarskynlike gebeurlikhede insluit nie. Hierdie uitleg is ook in ander sake aanvaar.[61]

74. By die beoordeling of iemand wat meer as 25 persent van die stemme in 'n maatskappy beheer werklik mededinging beperk of dit waarskynlik sal doen, moet eerstens oorweeg word of dit gesê kan word dat die blote hou van daardie getal aandele per se mededinging beperk

75. *British American Tobacco Co. Ltd & R. J. Reynolds Industries Inc v EC Commission* (Philip Morris Inc en Rembrandt Groep Bpk toetredend)[62] bied 'n voorbeeld van hoe die Europese Geregshof die aangeleentheid beskou. Die tersaaklike feite is kortliks soos volg:

76. Die Rembrandt Groep het Rothmans Tobacco (Holdings) Ltd besit, wat op sy beurt Rothmans International plc beheer het. Laasgenoemde ding mee met Philip Morris in die sigaretmark. In 1981 het Philip Morris en Rembrandt 'n ooreenkoms gesluit wat aan hulle gesamentlike beheer oor die sake van Rothmans International gegee het. Twee mededingers, British American Tobacco (BAT) en R J Reynold (RJR), het by die Kommissie beswaar aangeteken. Die Kommissie het beslis dat die ooreenkoms 'n skending van sowel Artikel 85 as Artikel 86 van die Verdrag van Rome was, veral omdat dit in werking sou tree in 'n oligopolistiese mark. Die ooreenkoms is laat vaar en deur 'n ander een in 1984 vervang.

77. Ingevolge die 1984-ooreenkoms het Philip Morris 'n aandeelhouding van 30,8 persent in Rothmans International verkry. Die aandeelhouding het egter slegs 24,9 persent van die stemme verteenwoordig. Rembrandt het 43,6 persent van die stemme gehad en was in 'n posisie om alleen effektiewe beheer oor Rothmans uit te oefen sonder enige verwysing na Philip Morris. Die Kommissie het verskeie ondernemings van Philip Morris ontvang. Die kern daarvan was dat hy hom nie in 'n posisie sou plaas waarin die gedrag van Rothmans beïnvloed word nie. Die Kommissie het dus tot die gevolgtrekking gekom dat die 1984-ooreenkoms nie 'n beperking op mededinging vir die doeleindes van artikel 85 behels of die misbruik van 'n dominante posisie ingevolge artikel 86 daarstel nie.

78. Die Kommissie het BAT en RJR se beswaar teen sy beslissing verwerp en die partye het daarna geappélleer na die Geregshof. Die Geregshof het die Kommissie se standpunt bekragtig dat die 1984-ooreenkoms nie een van die tersaaklike artikels geskend het nie.

79. Vir die doeleindes van hierdie verslag is die volgende verklaring deur die Hof belangrik:

"Although the acquisition by one company of an equity interest in a competitor does not in itself constitute conduct restricting competition, such an acquisition may nevertheless serve as an instrument for influencing the commercial conduct of the companies in question so as to restrict or distort competition on the market on which they carry on business.

That will be true in particular where, by the acquisition of a shareholding or through subsidiary clauses in the agreement, the investing company obtains legal or *de facto* control of the comercial conduct of the other company or where the agreement provides for commercial co-operation between the companies or creates a structure likely to be used for such co-operation."

80. Die Raad is van mening, steunende op hierdie uitspraak van die Geregshof, dat 'n onderneming wat meer as 25 persent van die aandele in 'n mededingende maatskappy hou, nie mededinging slegs op grond van die aandeelhouding beperk nie. Om dit te doen, sal die onderneming die beherende vermoë wat hy uit hoofde van sy aandeelhouding verkry het, moet uitoefen. Andersins sal, met inagneming van alle tersaaklike feite, op redelike gronde die aanname gemaak moet word dat hy waarskynlik op daardie wyse sal optree.

81. Indien 'n minderheidsaandeelhouer die aanneem van 'n spesiale besluit van 'n mededingende maatskappy blokkeer, sal aanvaar moet word dat hy gewoonlik sal beweer dat hy dit gedoen het om sy eie wettige belange as 'n aandeelhouer te beskerm. Die Raad sal steeds moet beslis of, op grond van die feite, 'n beperking van mededinging plaasgevind het. Dit is egter duidelik dat die regte van 'n minderheidsaandeelhouer van 'n mededingende maatskappy nie gehandhaaf kan word ongeag 'n beperking van mededinging deur daardie maatskappy nie.

82. In die geval van 'n beperking van mededinging wat die vorm aanneem van die veto van 'n spesiale besluit, is die betrokke optrede (naamlik die uitoefening van die vetoreg) maklik om te bewys. Die gevaar wat 'n onderneming wat meer as 25 persent van die stemme in 'n konkurrende maatskappy het vir mededinging inhou, is nie so maklik bepaalbaar nie. Dit is dus 'n groter bedreiging indien die optrede indirek of versluierd van aard is. Dit kan byvoorbeeld die geval wees waar 'n onderneming toestem of aanbied om nie sy vetoreg te gebruik nie in ruil vir die mededinger se ontrekking aan, of inkorting van bedrywighede in, 'n bepaalde geografiese mark, of waar die vetomag gebruik word om die mededinger tot mededinging-mydende optrede te dwing.

Ineenskakelende direksies

83. Alhoewel dit moontlik ekonomiese konsentrasie kan versterk, is dit so dat die bekleë van direkteurskappe in maatskappye wat nie konkurrente is nie, nie lei tot die komplekse regsprobleme wat ontstaan wanneer 'n persoon in die direksie van twee of meer konkurrerende maatskappye dien nie. Op die gebied van die maatskappyreg is so 'n situasie al vergelyk met "the walking of a tight rope,"[63] wat die betrokke persoon in 'n "almost untenable position"[64] of 'n "extraordinarily difficult situation"[65] plaas. Kondonering hiervan beteken gewoonlik dat praktiese oorwegings voorkeur geniet bo die etiese.

84. Sonder om uitermate krities te wees, kom dit voor of baie Suid-Arikaanse direkteure wat in die direksies van konkurrerende maatskappye dien, nie begaan is nie oor, of moontlik onbewus is van, hulle wankelrige regsposisie of die voorskrifte van kommersiële moraliteit. Dit wil ook voorkom of die implikasies wat hulle betrokkenheid by die direksies van twee of meer konkurrerende maatskappye uit 'n mededingingsgesigspunt kan hê, nie die aandag geniet wat dit verdien nie.

85. Verskeie vorme van samespanning, naamlik prysvasstelling, markverdeling en samespanning oor verskaffingsvoorwaardes, is ingevolge Goewermentskennisgewing No. 801 van 2 Mei 1986 verbied. Die samespannende optrede kan bewerkstellig word deur 'n ooreenkoms, reëling, verstandhouding, besigheidspraktyk of handelsmetode. Die moontlikheid kan nie uitgesluit word dat 'n direksievergadering vir daardie doel gebruik kan word nie, en persone wat in die direksies van konkurrerende maatskappye dien, kan nie ander sakegenote of die algemene publiek kwalik neem indien hulle skepties staan teenoor so 'n stand van sake nie.

86. Daar sal gevalle wees waar die teenwoordigheid van 'n maatskappydireksie van iemand wat in werklikheid deur 'n konkurrerende maatskappy daar geplaas is, met agterdog en selfs 'n mate van vyandigheid deur die ander direksielede bejeën sal word. In sulke omstandighede is samespanning buite die kwessie. Selfs "onwelkome" direkteure het egter die reg van toegang tot tersaaklike inligting oor die maatskappy en kan nie verhinder word om direksievergaderings by te woon nie. Wanneer vertroulike inligting wat 'n maatskappy met groot moeite sal wil verhoed dat 'n mededinger dit in die hande kry, voor die direksie gelê moet word, word die "almost untenable position" onhoudbaar.

87. Die voorgaande oorwegings is nie bepalend by die vraag of die dien in die direksies van verskillende maatskappye wat in dieselfde mark meeding, 'n beperkende praktyk uitmaak nie. Hierdie vraag moet beantwoord word met spesifieke verwysing na die definisie.

88. Dit kan nie beweer word dat die blote aanstelling van 'n direkteur van 'n maatskappy in die direksie van 'n konkurrerende maatskappy mededinging tussen hulle beperk nie. Dit het ook nie een van die sewe gevolge wat in die omskrywing van 'n beperkende praktyk genoem word nie. Dieselfde geld byvoorbeeld in die geval waar, in 'n direksie van agt, die direkteur van 'n konkurrerende maatskappy die enigste stem uitbring teen 'n voorstel om bestaande markte uit te brei of nuwes te open. Selfs die beskikking oor vertroulike inligting beperk nie per se mededinging of gee aanleiding tot enige van die vereiste gevolge nie. Die sleutelelemente wat nodig is om 'n beperkende praktyk daar te stel, is in hierdie situasies afwesig. Aan die ander kant sal dit wel 'n beperkende praktyk wees indien 'n direkteur van 'n maatskappy vertroulike inligting, wat hy in sy hoedanigheid as direkteur van 'n ander konkurrerende maatskappy verkry het, aanwend om byvoorbeeld die uitbreiding van laasgenoemde maatskappy se bestaande markte of die opening van nuwe markte te voorkom, en daardeur mededinging tussen die twee ondernemings beperk. Die evaluering van 'n direkteur se gedrag en 'n bevinding daaroor moet in elke geval op grond van die tersaaklike feite geskied.

Verkryging

89. "Verkryging", soos omskryf in die Wet, beteken ". . . die verkryging deur die houer van 'n beherende belang in 'n besigheid of onderneming betrokke by die produksie, vervaardiging, verskaffing of distribusie van enige handelsartikel, van sodanige belang (a) in 'n ander besigheid of onderneming aldus betrokke; of (b) in 'n bate wat aangewend word of kan word vir of in verband met die produksie, vervaardiging, verskaffing of distribusie van so 'n handelsartikel, mits sodanige verkryging die uitwerking het of waarskynlik sal hê om mededinging regstreeks of onregstreeks te beperk, en het "verkry" 'n ooreenstemmende betekenis".

90. "Beherende belang" is 'n sleutelbegrip in die omskrywing. Dit beteken met betrekking tot "(a) 'n besigheid of onderneming, enige belang van watter aard ook al wat die houer daarvan in staat stel om regstreeks of onregstreeks enige beheer van watter aard ook al oor die bedrywighede of bates van die besigheid of onderneming uit te oefen; en (b) 'n bate, enige belang van watter aard ook al wat die houer daarvan in staat stel om regstreeks of onregstreeks enige beheer van watter aard ookal oor die bate uit te oefen".

91. Nieteenstaande die toeligting verskaf in die Wet, moet 'n aantal begrippe in die hierbo aangehaalde omskrywings verder verklaar word. Dit is 'n taak van die Parlement in eerste instansie aan die Raad toevertrou het. By die uitoefening daarvan sal die Raad vanselfsprekend verantwoordelik optree binne die perke van redelikheid en ooreenkomstig die aanvaarde reëls wat geld by die uitleg van wette.

92. Die "houer" van 'n beherende belang soos dit in die omskrywing van "verkryging" verskyn, beteken klaarblyklik ook die "houers" van so 'n belang.[66] Ontkenning dat "houer" ook "houers" insluit, sal die Wet se bepalings oor verkrygings prakties negeer, aangesien dit die willekeurige ontduiking daarvan sal veroorloof. Aan die ander kant beteken die aanvaarding dat twee of meer natuurlike of regspersone saamgevoeg kan word om te bepaal of 'n beherende belang in 'n besigheid of onderneming verkry is, nie dat dit op 'n beuselagtige of geforseerde wyse gedoen kan word nie. Inteendeel, die vereiste verband moet in die omstandighede redelik wees en in ooreenstemming met die voorskrifte van kommersiële gesonde verstand. Die verhouding tussen 'n beheermaatskappy en sy filiale en tussen 'n beheerde maatskappy en sy beherende maatskappy is duidelik voldoende, maar dit kan ook die geval wees by 'n verhouding tussen partye wat gesamentlik optree ingevolge 'n ooreenkoms, reëling of verstandhouding, hetsy formeel of informeel, uitdruklik of stilswyend.

93. "Beheer" ("control") is 'n woord wat nie in die Wet omskryf word nie. Die *Handwoordeboek van die Afrikaanse Taal* omskryf dit egter as—

"1. Bestuur, toesig; kontrole = Beheer oor alle gelde hê. Die beheer oor iets voer.

2. Administrasie, sorg dra vir, bestuur;"

terwyl Reynders *Die Taak van die Bedryfsleier* [3de uitg. (1975)131] dit stel dat

"Beheer veronderstel . . . die reg om opdragte te gee, te kommandeer, te adviseer, sanksies te gebruik en optrede te wysig . . ."

In die *Shorter Oxford Dictionary* word die betekenis van "control" gegee as—

"1. The fact of controlling, or of checking and directing action; domination; command, sway.

2. Restraint, check.

3. A method or means or restraint or check.

4. A person who acts as a check; a controller."

In die *Concise Oxford Dictionary* word "control"soos volg omskryf:

"Dominate, command; exert control over (*-ling interest,* ownership of majority stock or other means to determine policy of a business etc.), hold in check (oneself, one's anger); check, verify, regulate (prices etc.) ..."

Die *Oxford Advanced Learner's Dictionary of Current English* sê "control" is onder andere "the power to direct, order or restrain".

94. Deur te verkies om "beherende aandeel" te omskryf in terme van "enige belang van watter aard ook al" en "enige beheer van watter aard ook al", wat boonop "regstreeks of onregstreeks" uitgeoefen kan word, het die parlement 'n wye betekenis aan die begrip verleen. Dit was wat bedoel om 'n verskeidenheid situasies te omvat. Dus sluit "enige beheer van watter aard ook al" duidelik verskillende grade van beheer in. Dit kan wissel van absolute of totale beheer tot relatief minder beheer waarvan nietemin tereg kennis geneem kan word. As in gedagte gehou word dat "control" ook beteken "to restrain" of 'n "method or means of restraint", kan die gevolgtrekking gemaak word dat 'n beherende belang verkry kan word in gevalle waar 'n persoon wat "enige belang van watter aard ook al" het—

(a) *de iure-* of *de facto*-beheer oor die bedrywighede of bates van 'n besigheid of onderneming kan uitoefen, deur byvoorbeeld in staat te wees om voor te skryf watter beleidsrigtings die besigheid of onderneming moet volg of watter gedragslyn dit moet volg, en

(b) in staat is om die belang wat hy in 'n besigheid het, te gebruik slegs om te verhoed dat sekere handelinge rakende die bedrywighede of bates van die besigheid plaasvind.

95. Met betrekking tot hierdie bevinding is dit gepas om te meld dat mnr. H. F. Oppenheimer, 'n voormalige voorsitter van Anglo en De Beers, hieroor dink. Hy het geskryf:

"[The] Group System as we understand it in South Africa, does not involve the control by one company of others in the sence of the controlling company holding the majority of the share capital in a number of subsidiaries. We speak loosely of certain companies being controlled by the Central Mining or the Union Corporation or the Anglo America and so on. But while the so-called controlling company will hold a share interest, and usually a large share interest, in the companies of its group, it will seldom, if ever, hold anything approaching a majority interest.

Very often effective control will be excercised when only a comparatively small interest in the controlled company is held."[67]

96. Die wye betekenis wat die begrip "beherende belang" aan die omskrywing van "verkryging" verleen, word ingeperk deur die voorbehoudsbepaling dat 'n verkryging die gevolg moet hê, of waarskynlik sal hê, dat "mededinging regstreeks of onregstreeks" beperk sal word.

97. "Mededinging beperk" is ook 'n begrip wat nie in die Wet omskryf word nie. Met die eerste oogopslag lyk dit na 'n heel eenvoudige frase. Die waarheid is egter dat dit baie kompleks is en heelwat konsepsionele probleme inhou.[68] By die toepassing daarvan kan die Raad dit nie 'n abstrakte betekenis gee nie, maar moet hy deeglik kennis neem van al die tersaaklike faktore in 'n gegewe saak en moet hy gelei word deur die voorskrifte van kommersiële gesonde verstand. Hierdie proses sal altyd vereis dat die betrokke produk en geografiese markte, asook die relatiewe markaandele van die ondernemings wat daarin bedrywig is, omskryf word.

98. Die Raad se *Beleidsriglyne oor Verkryging van Beheer* (1981) stel dit dat die Raad slegs belang het by verkrygings wat waarskynlik 'n "beduidende uitwerking" op mededinging sal hê. Dit dui op die navolging van die grondbeginsel *de minimus non curat lex.* Dit is ook die benadering wat deur die Europese Geregshof gevolg word by die uitleg van die Gemeenskapsmark se mededingingreëls.[69] Kanadese,[70] Nieu-Seelandse[71] en Australiese [72] wetgewing oor die onderwerp maak spesifiek voorsiening vir 'n "substantial" vermindering van mededinging. Alhoewel 'n transaksie gewoonlik in isolasie beoordeel word by die bepaling of die uitwerking daarvan op mededinging beduidend is, kan die kumulatiewe uitwerking van 'n reeks kleiner verkrygings oor 'n tydperk in die gepaste omstandighede in aanmerking geneem word by die bepaling van die uitwerking daarvan op mededinging.

99. Sommige nadelige gevolge vir mededinging is makliker waarneembaar as ander. As 'n algemene reël sal die Raad, in ooreenstemming met die gebruik in ander regstelsels, aanvaar dat daar 'n uitwerking op mededinging sal wees wat nadere ondersoek vereis waar 'n samesmelting of oorname lei tot die verkryging of versterking van 'n dominante posisie, [73] of waar dit die uitskakeling van 'n effektiewe mededinger tot gevolg het.[74] In hierdie konteks regverdig belemmerings op toetrede ook oorweging. Daar is aan die hand gedoen dat enige samesmeltingsbeleid wat 'n hoë premie op ekonomiese doeltreffendheid en verbruikerswelvaart plaas, slegs dié dinge as "belemmerings vir toetrede" moet aandui wat die onderhawige ondermenings toelaat om by monopolieprys-vasstelling betrokke te raak terwyl buitestanders daarvan weerhou word om tot die mark toe te tree.[75]

100. Ten einde te bepaal of 'n verkryging plaasgevind het, beteken 'n aandeelhouding van meer as 50 persent klaarblyklik *de iure*-beheer oor die maatskappy, terwyl 'n belang van minder as 50 persent *de facto*-beheer tot gevolg kan hê[76] 'n Persoon wat op grond van sy stemkrag die aanname van 'n spesiale besluit kan blokkeer, het ook 'n beherende belang in 'n maatskappy. Elkeen van hierdie manifestasies van 'n beherende belang is nie *per se* voldoende om 'n verkryging daar te stel nie. Dit is slegs wanneer dit in werklikheid 'n beperking van mededinging tot gevolg het of dit waarskynlik sal het, of wanneer dit op so 'n wyse uitgeoefen word dat dit so 'n resultaat tot gevolg het of waarskynlik sal hê, dat gesê kan word dat 'n verkryging plaasgevind het.

101. Om bloot 'n direkteur van 'n maatskappy te word, selfs indien die betrokke persoon reeds die direkteur van 'n konkurrerende maatskappy is, bring nie 'n beherende belang mee nie. Alliansies wat so 'n direkteur met ander direksielede aangaan waardeur hulle in staat gestel word om 'n meerderheid stemme by direksievergaderings te beheer, kan egter so 'n belang verleen. Die kwessie van die vereiste beperking van mededinging of die waarskynlikheid daarvan bly egter steeds staan, en sal op die feite aangetoon moet word voordat gesê kan word dat 'n verkryging plaasgevind het of dat dit waarskynlik sal plaasvind.

Monopoliesituasie

102. Vir baie mense is "monopolis" 'n woord wat met onheil gelaai is. Die rede hiervoor is die gepersipieerde, en in sommige gevalle duidelik bewese, sosiale koste wat die samelewing as gevolg hiervan ly,[77] selfs al is die samelewing nie noodwendig armer omdat die monopolis bestaan nie. Dit kon dus verwag word dat lande meganismes sal instel om die skadelike gevolge tot 'n minimum te beperk of te voorkom wat 'n monopolis, indien hy 'n vrye hand sou hê, die samelewing kon laat ly.

103. Byvoorbeeld, in Amerika verklaar artikel 2 van die Sherman Act onder andere:

"every person who shall monopolize, attempt to monopolize or conspire with any other person or persons to monopolize any part of the trade or commerce among the several States . . . shall be deemed guilty of a misdemeanor."

Dit word aanvaar dat 'n monopoliemag kan ontstaan weens 'n meerderwaardige produk, sakevernuf, natuurlike voordele, ekonomiese of tegnologiese doeltreffendeheid of historiese toeval,[78] en die blote beskikking oor monopoliemag veroordeel 'n markdeelnemer nie *ipso facto* nie. Onwettige monopolisering vereis gevolglik 'n bewys dat die verweerder (a) "monopoliemag" besit wat wesenlike markmag is, en (b) daardie mag uitgeoefen het.[79]

104. 'n Aantal regstelsels gebruik nie meer die woorde "monopolis", "monopolie" of "monopoliseer" in hulle mededingingswetgewing nie. Hulle gebruik eerder die begrip "dominante posisie" en beoog om enige misbruike van so 'n posisie onwettig te verklaar.[80]

105. In Suid-Afrika word 'n "monopoliesituasie" omskryf as—

" 'n situasie waar enige persoon, of twee of meer persone met 'n wesenlike ekonomiese verbintenis, geheel en al of grootliks die tipe besigheid waarin hy of hulle met betrekking tot enige handelsartikel betrokke is, in die Republiek of enige deel daarvan beheer".

106. Eerstens moet daarop gelet word dat die omskrywing op relatiewe in teenstelling met absolute grootte konsentreer. Grootte *per se* is met ander woorde nie die teiken nie. 'n Ander fout wat soms gemaak word, is om te glo dat, indien 'n maatskappy meerdere aandeelhouers het hy nie as 'n monopolis beskou kan word nie. Die omskrywing laat klaarblyklik nie so 'n uitleg toe nie. Verdere toeligting van sommige van die spesifieke komponente van die omskrywing is ook nodig.

107. Ingevolge artikel 2 van die Interpretasiewet 1957 is publieke en private maatskappye, beslote korporasies en ander regspersone, vennootskappe en individue almal "persone" ten einde te bepaal of 'n monopoliesituasie bestaan.

108. "Handelsartikel", soos omskryf in die Wet, sluit in enige fabrikaat of merk van enige handelsartikel, enige boek, tydskrif, koerant of ander publikasie, enige gebou of bouwerk en enige diens, hetsy persoonlik, professioneel of andersins, met in begrip van enige opbergings-, vervoer-, versekerings- of bankdiens.

109. Die bepaling van wat "die Republiek of enige deel daarvan" uitmaak, moet gedoen word ooreenkomstig die voorskrifte van kommersiële gesonde verstand, na behoorlike oorweging van al die tersaaklike feite. "Enige deel" kan byvoorbeeld die geheel of 'n deel van een van die provinsies behels, of die geheel of 'n deel van twee of meer provinsies.

110. "Besigheid" is 'n woord met 'n wye betekenis en dui op enige bedrywigheid wat 'n persoon se tyd en aandag in beslag neem, gewoonlik, maar nie noodwendig nie, met die doel om 'n wins te maak.[81]

111. In *Salisbury City Council v Donnel*[82] het Murray HR die volgende te sê gehad rakende "class" ("tipe" besigheid):

"The word 'class' is indefinite. In cases where business consists of rendering service, the number of classes depends on the varieties of services rendered. Where it consists of sale of goods there are obviously different classes of business according to the difference in character of the goods sold. Equally it seems to me, there are different classes of business according to the varying manners in which business is conducted."

112. Soos reeds genoem, noodsaak die mededingingsreëls in ander regstelsels die gebruik van die begrip "relevante mark" wanneer aandag geskenk word aan verkrygings[83] of beweerde misbruike van 'n dominante posisie.[84] Wanneer vergelykings getref word tussen "class of business" soos omskryf deur Murray HR, gelees met "enige handelsartikel" en die "relevante mark", blyk dit dat eersgenoemde 'n enger omskrewe begrip is as "relevante mark".

113. 'n Aantal faktore, waarvan nie een, indien dit afsonderlik beskou sou word noodwendig bepalend sou wees nie, het 'n invloed op die vraag of iemand 'n tipe besigheid "geheel en al of grootliks . . . beheer". Meer spesifiek moet aandag geskenk word aan—

(a) die markaandeel, tegniese kennis en toegang tot grondstowwe en/of kapitaal van die persoon wie se posisie bepaal word;

(b) die vergelykende krag van daardie persoon se mededingers (as daar is) in die betrokke tipe besigheid en die gemak waarmee nuwe mededingers tot so 'n besigheid kan toetree; en

(c) die mate waarin daardie persoon beperk word deur die optrede van verskaffers of aanskaffers van goedere of dienste in die betrokke tipe besigheid.[85]

Die woord "grootliks" sluit persone by die omskrywing in wat, alhoewel hulle nie eksklusiewe beheer het in die tipe besigheid waarin hulle bedrywig is nie, nietemin in 'n posisie is om wesenlike beheer daaroor uit te oefen. Die kwantitatiewe en kwalitatiewe parameters van die voorgeskrewe graad ("grootliks") van beheer moet op 'n saak-tot-saak-grondslag beslis word ooreenkomstig die voorskrifte van kommersiële gesonde verstand. Dit is nietemin duidelik dat die mate van beheer wat in die geval van 'n monopoliesituasie vereis word, omvangryker is as dié in die geval van 'n verkryging.

114. 'n Persoon moet die tipe besigheid met betrekking tot 'n bepaalde handelsartikel beheer om 'n monopoliesituasie daar te stel. Vir twee of meer persone om so 'n situasie te bewerkstellig, moet daar ook 'n "wesenlike ekonomiese verbintenis" tussen hulle wees. Aangesien geen verdere toeligting oor hierdie frase in die Wet self te vind is nie, moet "wesenlike ekonomiese verbintenis" noodgedwonge op 'n ad hoc-grondslag bepaal word deur al die tersaaklike faktore deeglik in aanmerking te neem.

115. Die verhouding tussen 'n houermaatskappy en sy filiale of tussen 'n beherende maatskappy en die maatskappye wat hy beheer, dui onvermydelik op 'n wesenlike ekonomiese verbintenis tussen hulle. 'n Aansienlike mate van kruisbesit van aandele gekoppel aan ineenskakelende direksies sal ook, na die Raad se mening, op die vereiste verbintenis dui. Aan die ander kant van die skaal kwalifiseer 'n ooreenkoms, reëling of verstandhouding tussen twee andersins onverbonde entiteite om 'n tipe besigheid te beheer, moontlik nie as 'n ekonomiese verbintenis nie. Hulle ooreenkoms, reëling of verstandhouding kan egter 'n beperkende praktyk daarstel of selfs Goewermentskennisgewing No. 801 van 2 Mei 1986 oortree. Aangesien "wesenlike ekonomiese verbintenis" in samehang met "beheer" gelees moet word, blyk dit dat, waar een maatskappy het maar geen vooruitsig het om laasgenoemde maatskappy ooit te oorreed om met hom saam te werk met die oog op die beheer van 'n bepaalde tipe besigheid nie, die vereiste "wesenlike ekonomiese verbintenis" tussen hulle om 'n monopoliesituasie daar te stel, nie bestaan nie.

Openbare belang

116. Op slot van sake word beperkende praktyke, verkrygings en monopoliesituasies almal beoordeel aan die hand van die vraag of hulle die openbare belang dien of daarmee in stryd is. Gedrag of transaksies wat 'n beperkende praktyk of 'n verkryging daarstel, word in effek as teen die openbare belang beskou. Dit kan afgelei word uit artikel 12 (2) van die Wet, wat verklaar dat, indien die Raad nie oortuig is dat 'n beperkende praktyk of verkryging in die openbare belang geregverdig is nie, hy by die Minister moet aanbeveel dat daar kragtens artikel 14 (1) opgetree word soos die Raad onder die omstandighede nodig ag. 'n Monopoliesituasie word aan die ander kant beskou as nie teen die openbare belang nie. Artikel 12 (2) bepaal dat slegs wanneer die Raad oortuig is dat 'n monopoliesituasie nie in die openbare belang geregverdig is nie, hy 'n aanbeveling kan doen om die situasie te herstel.[86]

117. Oningeligde persone of persone met 'n gebrek aan begrip kan moontlik "openbare belang" as 'n "totaal inhoudlose" begrip beskou. Hulle sal natuurlik verkeerd wees. "Openbare belang", saam met *"boni mores"*, "goeie trou", die "redelike mens", ens., is noodsaaklike begrippe vir die behoorlike funksionering van enige gesofistikeerde regstelsel. Dit maak voorsiening vir die nodige buigsaamheid in die toepassing van die reg in wyd uiteenlopende situasies en veranderende omstandighede waarvoor geen wetgewer, hoe nougeset of versiende hy ook al is, ooit bevredigend binne die inherente onbuigsaamheid van statutêre voorskrifte voorsiening kan maak nie.

118. Alle mededingingswetgewing of regspraak berus regstreeks of onregstreeks op die begrip "openbare belang" of die ekwivalent daarvan.[87] Die inhoud van die begrip kan van land tot land ietwat verskil, maar daar is steeds 'n groot mate van gemeenskaplikheid tussen hulle.

119. In Australië sal magtiging vir 'n verkryging wat deur artikel 50 of artikel 50A van die Trade Practices Act 1974 gedek word, slegs toegestaan word waar dit 'n mate van openbare voordeel tot gevolg het of waarskynlik tot gevolg sal hê. Die voordeel word beskryf as "a net or overall benefit after any detriment to the public resulting or likely to result from the proposed acquisition has been taken into account".[88] Die tribunaal in die *QCMA*-saak,[89] wat voor die 1977-wysigings aan die Wet beslis is, het 'n "balance sheet approach" aanvaar, waarvolgens waarskynlike voordele en nadele teen mekaar opgeweeg word, en het verklaar dat 'n wye begrip van openbare belang by die toets betrokke is, met inbegrip van die belange van die publiek as kopers, verbruikers of gebruikers. Daar kan ook melding gemaak word van die Trade Practices Commission se *Merger Guidelines,* waarin verklaar word dat die Kommissie erken dat samesmeltings 'n openbare voordeel tot gevolg kan hê waar dit—

(a) 'n voordelige rasionalisasie van die nywerheid teweegbring deur groter doeltreffendheid en beter toedeling van die hulpbronne tot gevolg het (wat bewys moet word),

(b) die internasionale mededingendheid van die betrokke ondernemings bevorder (hetsy op binnelandse markte of op uitvoergebied),

(c) sal lei tot (i) hoër bydraes tot belangrike navorsing en ontwikkeling, (ii) infrastruktuurontwikkeling in streekgebiede, (iii) beter vermoë om kostestygings te absorbeer en/of prysstygings te stuit, en (iv) aanmerklike stabiliteit by en verhoging van werkverskaffing.[90]

120. Artikel 84 van die Verenigde Koninkryk se Fair Trading Act 1973 verklaar dat die Monopolies and Mergers Commission, by die bepaling of enige spesifieke aangeleenthed teen die openbare belang inwerk, alle aangeleenthede in aanmerking kan neem wat in die bepaalde omstandighede vir hulle ter sake lyk, met inbegrip van—

(a) die handhawing en bevordering van doeltreffende mededinging tussen persone wat goedere en dienste in die Verenigde Koninkryk verskaf;

(b) die bevordering van die belange van verbruikers, kopers en ander gebruikers van goedere en dienste met betrekking tot die pryse wat daarvoor gevra word en die kwaliteit en verskeidenheid daarvan;

(c) die bevordering van die ontwikkeling en gebruik van nuwe tegnieke en nuwe produkte;

(d) die handhawing en bevordering van die gebalanseerde verspreiding van bedrywe en werkgeleenthede in die Verenigde Koninkryk; en

(e) die handhawing en bevordering van mededingende bedrywighede in markte buite die Verenigde Koninkryk aan die kant van produsente van goedere, en van verskaffers van goedere en dienste in die Verenigde Koninkryk.

121. Die Canadian Competition Act 1986 bevat geen uitdruklike bepalings oor die inhoud van openbare belang of openbare voordeel nie. Mens kan nietemin so 'n inhoud uit die "Purpose"-artikel van die Wet aflei. Dit bepaal dat mededinging in Kanada gehandhaaf en aangemoedig moet word om die doeltreffendheid en aanpasbaarheid van die Kanadese ekonomie te bevorder ten einde onder andere (a) geleenthede vir Kanadese deelname aan wêreldmarkte uit te brei, (b) te verseker dat klein en middelslag ondernemings 'n billike geleentheid het om aan die Kanadese ekonomie deel te neem, en (c) om verbruikers van mededingende pryse en produkkeuses te voorsien.

122. By die bepaling of optrede, 'n transaksie of 'n situasie die openbare belang dien, volg die Raad in effek ook 'n sogenaamde "balansstaat"-benadering wat die feit erken dat die onderskeie belange wat in 'n gegewe geval identifiseer word, nie noodwendig dieselfde sal wees nie. Hulle word dan ooreenkomstig die relatiewe belangrikheid daarvan 'n gewig toeken en teen mekaar opgeweeg.[91] Die meeste van die faktore wat in die onmiddellike voorafgaande paragrawe vermeld word, is by verskillende geleenthede deur die Raad in aanmerking geneem. Die Raad se *Beleidsriglyne oor Verkryging van Beheer* van 1981 noem meer spesifiek groter doeltreffendheid, tegnologiese vooruitgang, meer werkgeleenthede en 'n positiewe uitwerking op die land se betalingsbalans as faktore wat die openbare belang dien.

123. Alhoewel die Raad en die Minister albei die optrede van partye of 'n bepaalde transaksie moet opweeg teen die maatstaf van die openbare belang by die bepaling of die reëls oor mededinging oortree is, beteken dit nie dat hulle onderskeie persepsies van daardie begrip, en derhalwe hulle bevindings in 'n bepaalde geval, noodwendig sal ooreenstem nie.[92]

TOEPASSING VAN DIE BEGINSELS

Inleiding

124. Wanneer die Raad kennis gee van 'n ondersoek ingevolge artikel 10 van die Wet, moet hy rede hê om te glo dat (a) 'n beperkende praktyk bestaan of mag ontstaan, (b) 'n verkryging plaasgevind het of voorgestel word of (c) 'n monopoliesituasie bestaan of mag ontstaan. Die doel van 'n ondersoek is gevolglik óf om die Raad se *prima facie*-indrukke te bevestig en om hom in 'n posisie te stel om regstellende optrede aan te beveel, óf om sy aanvanklike kommer uit die weg te ruim. Vir die doel word alle belanghebbende partye uitgenooi om getuienis en argumente voor te lê wat op die saak betrekking kan hê. Die Raad sal gewoonlik nie in die aanvangstadium van sy ondersoek in 'n posisie wees om kategoriese uitsprake oor die tersaaklike kwessies te maak nie, maar sal, waar dit nodig blyk, sy indrukke oor betrokkenheid by 'n gepersipieerde beperkende praktyk, verkryging of monopoliesituasie aan die betrokke partye oordra sodra genoeg duidelikheid daaroor verkry is. Partye word dan die geleentheid gebied om te reageer voordat die Raad sy verslag finaliseer.

125. 'n Kenmerk van die Anglo- en De Beers-voorleggings was die besondere klem wat geplaas is op maatskappyregbeginsels en die regte wat ingevolge daardie beginsels verkry word. In werklikheid is dit bykans of hulle implisiet probeer het om aan hierdie beginsels die status van 'n *grundnorm* te verleen waartoe ander vertakkinge van die reg, met inbegrip van die reëls wat mededinging reël, ondergeskik is of moet wees.

126. Om enige misverstand wat steeds hieroor mag bestaan uit die weg te ruim, moet daarop gewys word dat daar nie op die beginsels van die maatskappyreg gesteun kan word om die reëls oor mededinging te ondermyn nie. Optrede wat kragtens die maatskappyreg wettig mag wees, kan ingevolge die Wet op die Handhawing en Bevordering van Mededinging 1979 onaanvaarbaar wees. In hierdie verband word verwys na die Paneel oor Sekuriteiteregulering se *Kode oor Oornames en Samesmeltings* wat ingevolge artikel 440C van die Maatskappywet 1973 uitgereik is, en wat in die Verklarende Aantekening van die Kode verklaar dat "Die reëls ter regulering van mededinging kan uit eie reg 'n uitwerking uitoefen op geaffekteerde transaksies".

Selfs meer uitdruklik is artikel 14 (1) (c) van die Wet. Dit magtig die Minister om 'n beperkende praktyk, verkryging of monopoliesituasie onwettig te verklaar en om enige persoon wat by sodanige beperkende praktyk of monopoliesituasie betrokke is of wat 'n party by so 'n verkryging was, te gelas om (a) enige liggaam met of sonder regspersoonlikheid te ontbind, (b) enige verband of vorm van assosiasie tussen twee of meer persone, met inbegrip van enige sodanige liggame, te verbreek, (c) die lidmaatskap van 'n lid van enige liggaam met regspersoonlikheid te beëindig, of (d) die uitoefening van die reg om te stem verbonde aan die hou van 'n aandeel in so 'n liggaam, te verbied.

127. Om in die omstandighede te beweer dat, ongeag die uitwerking daarvan op mededinging, die stappe wat 'n minderheidsaandeelhouer in 'n maatskappyreg-konteks mag doen, gevrywaar is teen ondersoeke deur die Raad of die Minister, is om die parameters van 'n minderheidsaandeelhouer se regte te misken.

Aanstellings in GFSA-direksie

128. Die stappe wat gedoen is op GFSA se uitgestelde jaarvergadering wat op 15 Januarie 1991 gehou is en waar mnr. E. P. Gush uit GFSA se direksie gestem is, het Anglo en De Beers se argument dat hulle en hulle filiaal- en geassosieerde maatskappye geen reg of mag het om een of meer van GFSA se direkteure aan te stel nie, bewys. In die lig daarvan is dit dus slegs hulle aandeelhouding in GFSA wat oorweeg moet word.

Beperkende praktyk

129. Inligting wat deur GFSA verskaf is toon dat, vir die tydperk 1980 tot 1989, die bywoningspersentasie van aandeelhouers by vergaderings gewissel het tussen 'n laagste syfer van 42 persent en 'n hoogste syfer van 71 persent. Die gemiddelde bywoning gedurende hierdie periode was 54 persent. 'n Mens kan dus tot die gevolgtrekking kom dat, op enige tydstip tydens die voormelde tydperk, 'n maksimum aandeelhouding van slegs 18 persent nodig was om 'n spesiale besluit te blokkeer. Onmiddellik voor 1 Junie 1989 het Anglo en De Beers en hulle filiaal- en geassosieerde maatskappye meer as 18 persent van die aandele in GFSA gehou.

130. Die Raad aanvaar dat die aandeelhouding deur een maatskappy in 'n mededinger se onderneming, ofskoon van 'n voldoende omvang om 'n spesiale besluit te blokkeer, nie *per se* 'n beperkende praktyk daarstel nie. Die uitoefening van so 'n vetoreg kan in bepaalde omstandighede egter wel so 'n praktyk daarstel.

131. Geen getuienis is ontvang wat daarop dui dat Anglo en De Beers ooit hulle stemreg in GFSA uitgeoefen het of gedreig het om uit te oefen op 'n wyse wat mededinging tussen hulle beperk het of sou beperk het nie. Hoewel die Raad nie die *moontlikheid* kan uitsluit dat hulle in die toekoms kan poog om dit te doen nie, steun die getuienis nie 'n bevinding dat hulle *waarskynlik* op hierdie wyse sal optree nie. Die Raad kom dus tot die slotsom dat die koop van aandele in GFSA deur Anglo en De Beers of hulle filiaal- en geassosieerde maatskappye sedert 1 Junie 1989 nie 'n beperkende praktyk daarstel nie.

Verkryging

132. Gedurende die verrigtinge wat veroorsaak is deur Minorco se aanbod vir Consgold, het Brittanje se Monopolies and Mergers Commission[93] en die Europese Kommissie[94] geen twyfel gelaat nie dat Anglo en De Beers gesamentlik oorweeg moet word met betrekking tot hulle aandeelhouding in ander maatskappye. Met inagneming van die feit dat (a) elk van die twee maatskappye 'n aandeelhouding van meer as 30 persent in die ander het, (b) die twee maatskappye dieselfde voorsitter en 'n gemeenskaplike ondervoorsitter het en dat vier ander persone in die direksies van albei maatskappye dien en twee alternatiewe direkteure van Anglo in die De Beers-direksie dien, en (c) die twee maatskappye elk 50 persent van die aandele in Isatin Investment Holdings (Edms.) Bpk. hou, huiwer die Raad nie om te aanvaar dat Anglo, De Beers, Isatin en Amgold vir die doeleindes van hierdie ondersoek gesamentlik beskou kan word as die houer van 'n belang in GFSA nie.

133. Die Raad is verder van mening dat die omvang van die voormelde maatskappye se gekombineerde belang 'n "beherende belang" uitmaak, soos voorgeskryf in die omskrywing van "verkryging". Die Raad glo egter nie dat die hou van so 'n "beherende belang" in GFSA deur die betrokke maatskappye *per se* mededinging tussen hulle en GFSA beperk nie. In die afwesigheid van getuienis wat 'n teenoorgestelde standpunt steun, bevind die Raad gevolglik dat die koop van aandele in GFSA deur Anglo en De Beers of hulle filiaal- en geassosieerde maatskappye sedert 1 Junie 1989 nie 'n verkryging tot gevolg gehad het nie.

Monopoliesituasie

134. GFSA is 'n maatskappy wat vasbeslote is om nie deur Anglo en De Beers gedomineer of beheer te word nie. Dit maak dit onwaarskynlik dat hy met Anglo en De Beers sal saamwerk om gesamentlik 'n bepaalde tipe besigheid te beheer. Daar is beslis geen getuienis tot die teendeel nie. 'n Mens kan derhalwe aanvaar dat die bestaande omvang van Anglo en De Beers se aandeelhouding nie voldoende is om 'n bevinding te steun dat daar 'n "wesenlike ekonomiese verbintenis" tussen hulle is wat tot die beheer van 'n bepaalde tipe besigheid aanleiding gee nie. Die koop van aandele in GFSA deur Anglo en De Beers of hulle filiaal- en geassosieerde maatskappye sedert 1 Junie 1989 het gevolglik ook nie die skep van 'n monopoliesituasie wat al hierdie maatskappye insluit, tot gevolg gehad nie.

AANBEVELING

135. Aangesien die bepaalde feite wat in hierdie ondersoek aan die lig gekom het, nie 'n beperkende praktyk of 'n verkryging daarstel nie en ook nie aanleiding gegee het tot 'n monopoliesituasie nie, hoef geen verdere stappe deur die Raad of die Minister gedoen te word nie.

NASKRIF

136. Hierdie ondersoek het betrekking gehad op 'n maatskappy waarin twee van die land se grootste konglomerate, die Rembrandt-groep en die Anglo-groep, elk 'n wesenlike aandeel het. Hoewel die bewerings van mededinging-mydende gedrag bygelê is, glo die Raad dat die tyd vir hulle en trouens vir alle belenghebbende partye geleë is om op die breër implikasies van die geval te konsentreer, naamlik die uitgebreide netwerk formele verhoudinge wat tussen die groot konglomerate in Suid-Afrika bestaan.

137. Die besorgdheid oor die omvang van maatskappykonglomerasie strek wyd en dek alle skakerings van politieke standpunte. Daar is natuurlik diegene wat, moontlik omdat hulle voeling verloor het met die standpunte en aspirasies van hierdie land se burgers, heeltemal tevrede is om die *status quo* te handhaaf. Andere, moontlik weens die feit dat hulle 'n geïntegreerde deel van 'n konglomeraatstruktuur uitmaak, wend swak bedekte pogings aan om die aandag van die kwessie af te lei.[95] In teenstelling hiermee was daar onomwonde oproepe vir die verbrokkeling van die konglomerate.

138. Die Raad aanvaar as uitgangspunt dat 'n mate van konglomeraatvorming of diversifikasie nie slegs aanvaarbaar nie, maar ook wenslik is. Die aanduidings is egter, gesien uit 'n ekonomiese en 'n politieke perskeptief,[96] dat die graad van ekonomiese konsentrasie in hierdie land waarskynlik te hoog is. Die soeke na 'n oplossing moet op 'n verantwoordelike wyse geskied en daar moet deeglik kennis geneem word van die kenmerkende eienskappe en ekonomiese imperatiewe van ons situasie. In die besonder moet idealisme deur pragmatisme getemper word. Dit is op slot van sake in niemand se belang om die baba saam met die badwater uit te gooi nie.

139. Die toonaangewende nyweraars behoort op die voorpunt van hervorming te staan. Hulle het die ondervinding en vernuwende gees (en, hopelik, ook die moed) om die aktiwiteite en entiteite binne hulle groepe te identifiseer wat op hulle eie kan oorleef en floreer. Persberigte dui daarop dat dit reeds in sommige groepe gedoen word, maar die proses moet uitgebrei word en moet insluit die identifisering van belemmerings vir toetrede en ondoeltreffendhede wat deur oormatige konglomeraatvorming veroorsaak word. Terselfdertyd moet 'n mens erken dat dit moeiliker sal wees om die verlangde resultate te bereik gedurende 'n ekonomiese fase wat korporatiewe sentrifugalisme teenwerk.

140. Dit sal geen doel dien om die simptome van die probleem te behandel en die onderliggende oorsake daarvan te ignoreer nie. Beleidsrigtings van die Regering wat in die verlede moontlik tot ekonomiese konsentrasie kon bydra, moet hersien en waar nodig, opgehef word.

141. Indien daar, weens 'n gebrek aan optrede of vasberadenheid, oor die kort termyn geen noemenswaardige verbetering van die situasie sou wees nie, is dit denkbaar dat meer dramatiese stappe, soortgelyk aan dié wat na die Tweede Wêreldoorlog deur die Opperbevelvoerder van die Geallieerde Magte in Japan ingestel is en wat die Elimination of Excessive Concentration of Economic Power Act van Desember 1947 ingesluit het,[97] waarskynlik binne 'n paar jaar geïmplementeer sal word.

142. Die ontknoping van korporatiewe mededingers is net so belangrik en die uitvoering daarvan waarskynlik minder traumaties as om die konglemerate te snoei. Een van die tersaaklike aspekte in hierdie verband is dié van ineenskakelende direksies. Effektiewe mededinging is kontinu 'n werklike of potensiële gevaar terwyl 'n direkteur van 'n maatskappy kan dien in die direksie van 'n ander maatskappy met wie hy in 'n bepaalde mark meeding, veral waar die betrokke persoon 'n benoemde van 'n konkurrerende maatskappy is. Die argument dat niks onbehoorliks sal plaasvind nie aangesien direkteure ingevolge hulle vertrouenspligte gebind is om te alle tye in die beste belang van die onderskeie maatskappye op te tree, is werklik nie heeltemal oortuigend nie. Persone wat hulle in hierdie posisie bevind, moet derhalwe ernstige selfondersoek doen indien hulle die betekenis van die mededingingsproses in 'n markbeheerde ekonomie erken.

143. In hierdie ondersoek het die Raad aangedui dat die mededingingsreëls aangewend kan word om 'n direkteur van een maatskappy van die direksie van 'n konkurrerende maatskappy te verwyder waar daar bewys word dat dit tot 'n beperking van mededinging tussen die twee gelei het. Ongelukkig sal die prosesregtelike en bewysaspekte van hierdie remedie en die reaktiewe aard daarvan dikwels die doeltreffendheid daarvan ondermyn. Dit is daarom dat die Amerikaners, op die grondslag dat voorkoming beter is as genesing, dit goedgedink het om artikel 8 van die Clayton Act te verorden. Hierdeur word ineenskakelende direksies tussen sekere kategorieë maatskappye onwettig verklaar.[98] Stemme is ook besig om in Australië op te gaan vir die instel van soortgelyke bepalings.[99]

144. Indien die algemene mening onder maatskappydirekteure is dat dit "redelik genoeg" is om Anglo en De Beers toe te laat om by te wees by 'n bespreking van byvoorbeeld die direkteure van GFSA oor 'n samesmelting met Genmin,[100] of as, soos Louis Brandeis dit stel,[101] die praktyk van ineenskakelende direksies meegehelp het om 'n finansiële krag te skep wat so groot is dat selfs die onkreukbaarste persone vind dat dit hulle uitermate beïnvloed, dan verkeer die "strict ethic" wat volgens Goldstone AR op hierdie gebied van die reg toegepas moet word, in gevaar, en sal regstellende optrede nodig wees. Enige beoogde wysigings aan die huidige situasie sal uiteraard voorafgegaan moet word deur openbare debat oor die kwessie.

VERWYSINGS

1. "The Sherman Act and the economic power problem" (1990) 35 *Antitrust Bulletin* 25, 28. Kyk ook Austin *Antitrust: Law, Economics, Policy* (1976) par. 2–1 en Areeda "Introduction to antitrust economics " (1983) 52 *Antitrust Law Journal* 523.
2. Hill & Jones *Competitive Trading in New Zealand* (1986) 1; Blair & Kaserman *Antitrust Economics* (1985) 21; Waldman *The Economics of Antitrust: Cases and Analysis* (1986) 4; Whish *Competition Law* 2de uitg (1989) 3; Scherer *Industrial Market Structure and Economic Performance* 2de uitg (1980) hoofstuk 2: Lipsey *An Introduction to Positive Economics* 6de uitg (1983) hoofstuk 19.
3. Hill & Jones 7. Kyk ook Blair & Kaserman 4; en Hovenkamp *Economics and Federal Antitrust Law* (1985) 2.
4. Cornell & Webbink "Public utility rate-of-return regulation: Can it ever protect customers?" in Poole (red) *Unnatural Monopolies* (1985) 27 op 28.
5. Blair & Kaserman 25; Waldman 4; Hovenkamp 14; Shepherd *The Economics of Industrial Organization* 3de uitg (1990) 34.
6. Cowen "A survey of the law relating to the control of monopoly in South Africa[20] (1950) 18 *South African Law Journal* 124.
7. Shepherd "Section 2 and the problem of market dominance" (1990) 35 *Antitrust Bulletin* 833, 835.
8. Shepherd *The Economics of Industrial Organization* 22 en 282 en die verdere werke wat hier aangehaal word; en Baumol, Panzer en Willig *Contestable Markets and the Theory of Industry Structure* (1982).
9. Blair & Kaserman 107. Kyk verder Hovenkamp 70 wat sê dat die elastisiteit van vraag en aanbod belangrik is om die regte geografiese mark te bepaal; Kanadese *Merger Enforcement Guidelines* (1991) par. 3.3; VSA se Departement van Justisie se *Merger Guidelines* (1984) par. 2.3; en Brunt " 'Market definition' issues in Australian and New Zealand trade practices litigation" 1990 *Australian Business Law Review* 86.
10. Blair & Kaserman 108; Shepherd 53; Hovenkamp 59. Kyk ook die Kanadese *Merger Enforcement Guidelines* (1991) par. 3.2; en VSA se Departement van Justisie se *Merger Guidelines* (1984) par. 2.1.
11. Fourie & Smit "Trends in economic concentration in South Africa" (1990) 58 *South African Journal of Economics* 371; Fourie "Economic concentration and anti-inflationary demand policy in South Africa" (1991) 59 *South African Journal of Economics* 16, 33.
12. McGregor's *Economic Alternatives* (1990) 388.
13. Areeda & Turner *Antitrust Law* (1980) § 910d; Stigler *The Organization of Industry* (1983) 58.
14. Hovenkamp 300.
15. Bork *The Antitrust Paradox : A Policy at War with Itself* (1978) 221.
16. 384 US 270, 86 SCt 1478.
17. *US v Pabst Brewing Co.* 384 US 546, 86 SCt 1665.
18. Kanadese *Merger Enforcement Guidelines* (1991) par. 4.2.1.
19. Rule & Meyer "Toward a merger policy that maximizes consumer welfare: Enforcement by careful analysis, not by the numbers" (1990) 35 *Antitrust Bulletin* 251, 266. Kyk ook Kanadese *Merger Enforcement Guidelines* (1991) par. 4.2.1. waar daar gesê word dat 'n raming van markaandele en konsentrasies in alle gevalle slegs die beginpunt van die Buro se ontleding is. Artikel 64 (2) van die Kanadese Competition Act, 1986, bepaal in-derdaad dat die Tribunaal nie moet bevind dat 'n samesmelting of beoogde samesmelting mededinging uitskakel of wesenlik verminder bloot op die grond van getuienis van konsentrasie of markaandeel nie.

20. Shepherd *The Economics of Industrial Organization* hoofstuk 5. *Verslag van die Kommissie van Ondersoek na die Wet op Reëling van Monopolistiese Toestande, 1955* (1977) 49. Kyk verder Brittanje se Department of Trade and Industry se verslag oor *Mergers Policy* (1988) Aanhangsel E.

21. Samesmeltings wat 'n sinkende maatskappy insluit, word ook in ander regstelsels verskillend hanteer. Kyk bv. VSA se DVJ se *Merger Guidelines* (1984) par. 5.1; Kanada se *Merger Enforcement Guidelines* (1991) par. 4.4; Hill & Jones 150. Die "leerstuk van die sinkende maatskappy" is nie 'n wondermiddel vir die herlewing van elke onsuksesvolle onderneming nie.

22. *Economic Alternatives* (1990) 356 soos bygewerk: *Pretoria News* 28/2/91.

23. Kyk ook *Verslag van die Kommissie van Ondersoek na die Wet op die Reëling van Monopolistiese Toestande, 1955* (1977) 43.

24. Bork 248.

25. *US v El Paso Natural Gas Co.* 376 US 651, 84 SCt 1044; *FTC v Procter & Gamble Co.* 386 US 568, 87 SCt 1224; *US v Falstaff Brewing Co.* 410 US 526, 93 SCt 1096. Vir 'n kritiese beoordeling van hierdie en ander sake kyk Hovenkamp 331 wat beweer dat die leerstuk van die gepersipieerde potensiële toetreder omstrede is.

26. *FTC v Consolidated Foods Corp* 380 US 592, 594, 85 SCt 1220, 1221–22. Kyk verder Hovenkamp 328 en 336 vir sy kritiek.

27. *Merger Enforcement Guidelines* (1991) par. 4.12.

28. Whish 732.

29. *Rank Organization/de la Rue* HCP (1968–69) 298; *Lonrho/House of Fraser* HCP (1979) 175.

30. *Charter Consolidated Ltd/Anderson Strathclyde* Cmnd 8771 (1982).

31. Shepherd *The Economics of Industrial Organization* 382; Scherer 340–43; Baker "Recent developments in economics that challenge Chicago school views" (1989) 58 *Antitrust Law Journal* 645, 650–51; Gort en Swanson "Conglomerate size and competition between large and small firms" (1983) 28 *Antitrust Bulletin* 337.

32. Raad op Mededinging Verslag No. 20: *Investigation to Determine whether an Acquisition by Anglo American Corporation Limited and De Beers Consolidated Mines Limited of Goldfields of South Africa Limited has been, was being or was Proposed to be Made* (1989) par. 44-51.

33. Raad op Mededinging Verslag No. 20, par. 83.

34. Cilliers & Benade *Maatskappyreg* 4de uitg (1982) 50 sê dat die een sleutelwoord wat die onderliggende beginsels van ons maatskappyreg beter opsom as enige ander woord "openbaarmaking" is. Nog 'n vooraanstaande geleerde wys daarop dat dit die geval was sedert die dubbele voorregte van inlywing en beperkte aanspreeklikheid aan maatskappye toegestaan is: Sealy "The 'disclosure' philosophy and company law reform" (1981) 2 *Company Lawyer* 51. Die feit dat aandeelhouding deur genomineerdes toegelaat word, hou in dat dit dikwels uiters moeilik is om *ex facie* die lederegister vas te stel wie die werklike eienaar van sekere aandele is. Dit kan die betrokke aandeelhouer(s) wel goed pas, maar kan 'n spoedige bepaling van die omvang van 'n besondere persoon se aandeel in 'n maatskappy teenwerk, en is beslis strydig met die konsep van "openbaarmaking". Kyk verder artikel 38 (1) van die Wet op Depositonemende Instellings 94 van 1990 wat bepaal dat geen depositonemende instelling sonder die skriftelike goedkeuring van die Registrateur enige van sy aandele kan registreer nie op die naam van 'n ander persoon as die beoogde voordeeltrekkende aandeelhouer.

35. Cilliers, Benade *et al Korporatiewe Reg* (1987) 401; Hahlo se *South African Company Law through the Cases* 5de uitg (1991) (Pretorius, Delport, Havenga, Vermaas) hoofstuk 11.

36. *Brown v British Abrasive Wheel Co. Ltd [1919] CH 290; Dafen Tinplate Co.* v Llanelly Steel Co. (1907) Ltd [1920] 2 Ch 124; *Shuttleworth v Cox Bros & Co. (Maidenhead) Ltd* [1927] 2 KB 9 (CA); *Sammel and others v President Brand Gold Mining Co. Ltd* 1969 (3) SA 629 (A) 680-1.

37. *Sidebottom v Kershaw, Leese, & Co. Ltd* [1920] 1 Ch 154 (CA) 162–3; *Ex parte JR Starck & Co. (Pty) Ltd* 1983 (3) SA 41 (W) 43.

38. Kyk byvoorbeeld artikels 181, 185, 198 (1) (b) en 257.

39. *Robinson v Randfontein Estates Gold Mining Co. Ltd* 1921 AD 168, 179–180; Naudé *Die Regsposisie van die Maatskappydirekteur* (1970) 106–154; Blackman *The Fiduciary Doctrine and its Application to Directors of Companies* PhD-tesis, Universiteit van Kaapstad (1970). Du Plessis *Maatskappyregtelike Grondslae van die Regsposisies van Direkteure en Besturende Direkteure* LLD-tesis, Universiteit van die Oranje-Vrystaat (1990) 83.

40. 1891 WN 165.

41. (1854) 1 Marq 461, 2 Eq Rep (1281) (HL).

42. [1930] 1 Ch 203.

43. Kyk Boros "The duties of nominee and multiple directors" (1989) 10 *Company Lawyer* 211, (1990) 11 *Company Lawyer* 6 vir 'n omvattende oorsig van die situasie.

44. *Aubanel and Alabaster Ltd v Aubanel* (1949) 66 RPC 343.

45. *Berlei Hestia (NZ) v Fernyhough* 1980 2 NZLR 150; *Trounce & Wakefield v NCF Kaiapoi Ltd and Others* 1985 NZCLC 99.422.
46. Kyk oor die algemeen Henn & Alexander *Laws of Corporations 3de uitg (1983) 625;* Fletcher *Cyclopedia of the Law of Private Corporations* Perm Ed 1986 Revised Volume § 838, §850 *et seq.*
47. *Litwin (Rosemarin) v Allen* 25 NYS 2d 667, 677–678.
48. *Pepper v Litton* 308 US 294, 84 L Ed 281.
49. *Meinhard v Salmon* 249 NY 458, 463–464.
50. *Burg v Horn* 380 F 2d 897.
51. *United Aircraft Corp v Boreen* 413 F 2d 694.
52. *State Teachers Retirement Board v Fluor Corp* 566 F Supp 939; *O'Connor & Associates v Dean Witter Reynolds Inc* 529 F Supp 1179.
53. (1973) 40 DLR (3d) 371.
54. Beck "The quickening of a fiduciary obligation: Canadian Aero Services v O'Malley" (1975) 53 *Canadian Bar Review* 771, 773.
55. *Bellairs v Hodnett* 1978 (1) SA 1109 (A).
56. Kyk oor die algemeen Naudé 135.
57. 1981 (2) SA 173 (T).
58. 1988 (2) SA 54 (T).
59. *Prok Afrika (Pty) Ltd v NTH (Pty) Ltd* 1980 (3) SA 687 (W); *Dun and Bradstreet (Pty) Ltd v SA Merchants Combined Credit Bureau (Cape) (Pty) Ltd* 1968 (1) SA 209 (K); *Harvey Tiling Co. (Pty) Ltd v Rodomac (Pty) Ltd* 1977 (1) SA 316 (T); *Wilrose Timbers (Pty) Ltd v C E Westegaard (Pty) Ltd and Others* 1980 (2) SA 287 (W); *Northern Office Micro Computers (Pty) Ltd v Rosenstein* 1981 (4) SA 123 (K); *SA Historical Mint (Pty) Ltd v Sutcliffe* 1983 (2) SA 84 (K); *Multi Tuber Systems (Pty) Ltd v Ponting* 1984 (3) SA 182 (D).
60. 1972 (3) SA 430 (A) 458.
61. *S v Ncokazi* 1980 (3) SA 789 (TkSc); *S v Leepile and Others (1)* 1986 (2) SA 333 (T); *S v Madlavu and Others* 1978 (4) SA 218 (E).
62. 1988 4 CMLR 24.
63. Gower *The Principles of Modern Company Law* 3de uitg (1969) 549.
64. Cilliers & Benade *et al Korporatiewe Reg* (1987) 229.
65. Beck (1975) 53 *Canadian Bar Revue* 771, 788.
66. Interpretasiewet 33 van 1957 a 6.
67. Oppenheimer "Union's group mining system" (1954) 44 *Mining and Industrial Magazine* 323. Kyk ook *Gulf & Western Industries Inc v Pacific Tea Co.* 476 F 2d 687, 694 waar daar beslis is dat ". . . (a)s a matter of law, we are not aware of any decision that requires numerical control in order to establish an antitrust violation," en aa 47 en 48 van die New Zealand Commerce Act 1986 wat verklaar dat die reg om 20 persent of meer van die stemreg op enige algemene vergadering van 'n maatskappy uit te oefen, 'n "controlling interest" uitmaak.
68. Whish 44; Neale & Goyder *The Antitrust Laws of the USA* 3de uitg (1980) 21–30; Bellamy & Child *Common Market Law of Competition* 3de uitg (1987) 63.
69. *Völk v Vervaeke* 1969 ECR 295, 1969 CMLR 273; *Beguelin Import v SAGL Import/Export* 1971 ECR 949, 1972 CMLR 81; *Société Technique Miniére v Maschinenbau Ulm Gmbh* 1966 ECR 235, 1966 CMLR 357; *Cadillon v Hoss* 1971 ECR 351, *Salonia v Poidomani and Giglio* 1981 ECR 1563.
70. Competition Act 1986 a 64.
71. Commerce Act 1986 a 27.
72. Trade Practices Act 1974 aa 45, 45D, 47, 49.
73. Kyk bv. die Nieu-Seelandse Commerce Act 1986 a 66 *et seq*; Australiese Trade Practices Act 1974 a 50; Duitse Gesetz Gegen Wettbewerbsbeschränkungen a 24 (1); *US v Philadelphia National Bank* 374 US 321; 363; *US v General Dynamics Corp* 415 US 486, 497; en Raad Regulasie (EEG) 4064/89 van 21 Desember 1989 oor die beheer van konsentrasies tussen ondernemings in die Europese Gemeenskap wat deur die Europese Geregshof in die vooruitsig gestel is in *Europemballage and Continental Can v Commission* 1973 ECR 215, 244–245.
74. Kanadese Competition Act 1986 a 65 (f).
75. Hovenkamp 306.
76. Naudé 271.
77. Blair & Kaserman hoofstuk 2; Hovenkamp 19; Shepherd 34, 105; Waldman 4.
78. *US v Grinnell Corp* 384 US 563, 578; *US v United Shoe Machinery Corp* 110 F Supp 295 *bevestig per curiam* 347 US 521.

79. Hovenkamp 137. Vir 'n oorsig oor al die belangrikste sake oor die onderwerp kyk Waldman 40.

80. Kyk bv. artikel 86 van die Verdrag van Rome; Nieu-Seelandse Commerce Act 1986 a 36; Kanadese Competition Act 1986 a 50; Australiese Trade Practices Act 1974 a 46.

81. *Cape Town Municipality v Clarensville (Pty) Ltd* 1974 (2) SA 138 (K) 148D.

82. 1958 (2) SA 368 (R) 370.

83. Kyk par. 9 en 10 *supra.*

84. Kyk bv. die Europese Geregshof se beslissings in *Europemballage Corp and Continental Can Co. Inc v EC Commission* 1973 ECR 215, 1973 CMLR 199; *Istituto Chemioterapico Italiano SpA and Commercial Solvents Corp v EC Commission* 1974 ECR 223, 1974 1 CMLR 309; *United Brands Co. and United Brands Continental BV v EC Commission* 1978 ECR 207, 1978 1 CMLR 429; *Hoffmann-La Roche & Co. AG v EC Commission* 1979 ECR 461, 1979 3 CMLR 211; *Hugin Kassaregister AB and Hugin Cash Registers Ltd v EC Commission* 1979 ECR 1869, 1979 3 CMLR 345.

85. Kyk onder andere *In re Continental Can* 1972 CMLR D11, D27; *Hoffman-La Roche supra* op 524/277; *United Brands supra* op 277/486; Nieu-Seelandse Commerce Act 1986 a 3 (8); Australiese Trade Practices Act 1974 a 46.

86. Kyk artikel 14, wat voorsiening maak vir 'n soortgelyke benadering deur die Minister.

87. Kyk onder andere Brittanje se Fair Trading Act 1973 a 84 en Restrictive Practices Act 1976 aa 10 en 19; Australië se Trade Practices Act 1974 aa 50 en 50A; Nieu-Seeland se Commerce Act 1986 aa 61 (6) en 66 (8). Selfs die Amerikaanse "rule of reason"-toets vir mededinging-mydende optrede laat die evaluering van sodanige optrede in samehang met die sosiale voordele wat daaruit mag voortspruit toe: *Chicago Board of Trade v United States* 246 US 231, 238.

88. *In re Rural Traders Co-operative (WA) Ltd and Others* 1979 ATPR §40–110.

89. 1976 ATPR §40-012.

90. Healey *Australian Trade Practices Law* (1988) 252.

91. Kyk paragraaf 50 van Verslag No 27: *Ondersoek na Bewerings Rakende Beperkende Praktyke wat Farmaseutiese Groothandelaars en Kleinhandel-apteke Toepas of Waarby Hulle Betrokke is,* gepubliseer by Goewermentskennisgewing No. 684 in *Staatskoerant* No 13422 van 26 Julie 1991. Vir 'n volledige uiteensetting kyk Alberts "Die betekenis van die openbare belang by die regulering van mededinging" (1990) 2 *SA Tydskrif vir Handelsreg* 285.

92. Kyk in hierdie verband die Raad se aanbevelings oor beperkende praktyke in die drankbedryf (Verslag No 10, 31 Maart 1982) en die Regering se uiteindelike besluit oor die kwessie: Rees "Monopolies and the public interest" 1983 *Leadership SA* 133.

93. *Minorco and Consolidated Gold Fields PLC: A Report on the Merger-Situation.* Cm 587 par. 2.3.

94. Re Case No IV/32.95 *Consolidated Gold Fields/Minorco* par. 5.

95. *Financial Mail* 2 Augustus 1991 op 62.

96. In hierdie verband kan daar genoem word dat, by die verordening van antitrustwetgewing soos die Sherman Act en die Clayton Act, die Amerikaanse Kongres daarvan oortuig was dat 'n mededingende ekonomie 'n demokratiese samelewing die beste sou bevorder. Senator Sherman het die gevoelens van die Amerikaanse volk akkuraat verwoord toe hy gesê het dat hulle nie 'n koning of keiser sou verdra nie en hulle ook nie aan "an autocrat of trade" sou onderwerp nie: Seplaki *Antitrust and the Economics of the Market: Text, Readings, Cases* (1982) 12.

97. Iyori & Uesugi *The Antimonopoly Laws of Japan* (1983) 9.

98. Kyk in die algemeen die American Bar Association se *Antitrust Law Developments (Second)* (1984) 210.

99. Carrol "Trade practice implications of director interlocks" (1990) 18 *Australian Business Law Review* 395; Carrol, Stening & Stening "Interlocking directorships and the law in Australia" 1990 *Company and Securities Law Journal* 290.

100. *Financial Mail* 17 Augustus 1990 op 89.

101. *Annals of the American Academy of Political and Social Science* January 1915 op 45, weergegee in Hahlo se *South African Company Law through the Cases* 432.

NOTICE 1102 OF 1991

MINISTRY FOR ECONOMIC CO-ORDINATION AND PUBLIC ENTERPRISES

PUBLICATION OF REPORT BY THE COMPETITION BOARD

I, Dawid Jacobus de Villiers, Minister for Economic Co-ordination and Public Enterprises, acting in terms of section 12 (4) (b) of the Maintenance and Promotion of Competition Act, 1979 (Act No. 96 of 1979), hereby publish the report of the Competition Board which appears in the Schedule to this Notice.

SCHEDULE

COMPETITION BOARD

Report No. 30

INVESTIGATION TO DETERMINE WHETHER THE PURCHASE OF ADDITIONAL SHARES IN GOLDFIELDS OF SOUTH AFRICA LTD BY ANGLO AMERICAN CORPORATION OF SOUTH AFRICA LTD AND DE BEERS CONSOLIDATED MINES LTD OR THEIR ASSOCIATED COMPANIES SINCE 1 JUNE 1989 CONSTITUTES A RESTRICTIVE PRACTICE OR ACQUISITION OR GIVES RISE TO A MONOPOLY SITUATION

PREFATORY COMMENT: MARKET CONCENTRATION AND CORPORATE CONGLOMERATION

1. All countries whose economies are essentially market driven have legal rules governing competition. The reason for this, as Adams and Brock point out,[1] is that the competitive market, which is a key facet of the free enterprise system, is neither "a self-perpetuating nor an immutable artifact of nature". Without strictly enforced rules of the game, the competitive market can be eroded and subverted from within through agreements not to compete, as well as through consolidations of industrial control in the hands of dominant firms and private power complexes.

2. In South Africa the principal source of the "rules of the game" is the Maintenance and Promotion of Competition Act, Act 96 of 1979 (the Act). It is complemented by Government Notice No. 801 in *Gazette* No. 10211 of 2 May 1986 which outlaws resale price maintenance, horizontal price collusion, horizontal collusion on conditions of supply, horizontal collusion on market sharing, and collusive tendering.

3. The effective implementation and enforcement of rules governing competition is an onerous task even in countries which have a long tradition of antitrust legislation and a firmly inculcated appreciation of the virtues of competitive trading. In South Africa the position is exacerbated by the relatively small size of the country's economy, high levels of concentration in numerous markets and corporate conglomeration.

4. Market economies are based on the premise or principle that society is best served where people can make voluntary exchanges of goods and services in competitive markets. According to economic theory competition is valuable because of the efficiency sanctions it imposes upon firms.[2] It has been suggested that a perfectly competitive market would have the following characteristics: (1) A large number of buyers and sellers where no single firm's actions have a marked impact on prices, and effective collusive action is not feasible. (2) All relevant information about the products and prices is known to all potential buyers and sellers. (3) Each buyer or seller has equal access to all inputs and there are no barriers to entry or exit in the production and distribution of the product in question. (4) Each firm is, or is conditioned to be, interested in maximising profits.[3]

5. Most markets do not measure up to the economic model of "perfect competition". There are various reasons for this. For example, the size and nature of a particular market may quite simply be able to sustain only a small number of firms or even one firm.[4] Nevertheless, the danger, or at least potential danger, of monopoly power has long been recognised and highlighted.[5] In fact even under both Roman law and Roman-Dutch law monopoly was regarded as a crime.[6]

6. Effective competition is under threat not only where a monopoly situation pertains, but also in the absence of

competitive parity among rival firms,[7] or in oligopolistic and concentrated markets. As a consequence, the rules governing competition in all legal systems that recognise and address the problems are designed to forestall market dominance or to remedy the abuses that may arise from it, as the case may be. More specifically, it can be mentioned that section 46 of the Australian Trade Practices Act 1974, sections 50 and 51 of the Canadian Competition Act 1986, section 36 of the New Zealand Commerce Act 1986, and article 86 of the Treaty of Rome are all intended to counter any abuse of a dominant position. On the other hand, the American Department of Justice's *Merger Guidelines* (1984), the Canadian Director of Investigation and Research's *Merger Enforcement Guidelines* (1991) and the EC's Council Regulation 4064/89 of 21 December 1989 on the control of concentrations between undertakings seek to obviate unacceptable levels of concentration in a given market.

7. Not all economists are adverse to the idea of monopoly or market dominance. For example, the so-called "Chicago-UCLA movement" minimises the costs of monopoly. It postulates four main hypotheses, namely (1) Monopoly reflects superior efficiency. (2) The costs of attaining monopoly commonly use up any possible monopoly profits. (3) Market dominance has only minimal harmful effects. (4) Collusion is the only pure form of market power, and it quickly collapses from cheating by the colluders. The formulators of the "contestability theory" go even further and suggest that perfectly free, absolute and reversible entry into a market is the best basis for defining efficient allocation of resources since the threat of entry will drive prices down and guarantee efficiency even if there is just one monopoly firm in the market.[8] Given the peculiarities of the South African business environment and the cogent criticism of these theories by eminent American economists, they do not commend themselves to the Competition Board.

8. Any assessment of market dominance or market concentration perforce requires an accurate identification of the market in question. The "relevant market" is accordingly a concept of crucial significance in the area of antitrust or competition law.

9. Markets exist in two main dimensions, namely products and geographical areas. There is a strong presumption that two geographic areas are in the same market if both prices and price changes of a specific commodity are closely correlated. On the other hand, if the price of a given commodity differs across the two areas and the price changes are not positively correlated, the two areas are likely to be in separate markets. Sales patterns can supplement the information on price movements.[9]

10. Two commodities do not have to be physically identical or even perfect substitutes to be in the same product market. However, in order for two products, A and B, to be in the same market, consumers must substantially shift their purchases from A to B when the price of A rises relative to the price of B. Thus, one would be looking for commodities that have a high cross-elasticity of demand. If two products have uncorrelated prices they are unlikely to be in the same product market. The way in which producers respond to price changes is another key to product market delineation.[10]

11. These brief general comments on the relevant market suffice to indicate that the proper delineation thereof is a complex matter which can be resolved only on an *ad hoc* basis after careful appraisal of all the relevant facts and contending viewpoints of the parties involved in a given case. It would accordingly obviously be wrong to dispense with the prescribed analysis and simply define a relevant market on the basis of more generalised nationally applicable concentration statistics. Apparently not all economists in South Africa recognise this.[11]

12. It has been suggested that in addressing the issue of acceptable levels of concentration in a particular market, the Herfindahl-Hirschman Index (HHI) should be adopted as the appropriate yardstick in South Africa.[12] As used in the USA Department of Justice (DOJ) *Merger Guidelines* (1984) the HHI is the sum of the squares of every firm's share in the relevant market. Thus, if a market has 3 firms each with a market share of 25 per cent, 1 firm with 15 per cent and another with 10 per cent, the HHI would be $25^2 + 25^2 + 25^2 + 15^2 + 10^2 = 2\,200$. Such a market is considered highly concentrated under the 1984 Guidelines, which so regard any market with a HHI greater than 1 800.

13. During the 1960s and 1970s the DOJ and the American courts most often looked at the "four-firm concentration ratio" (CR4) to determine the danger levels of concentration in a particular market. The CR4 is calculated by adding the market shares of the four largest firms in the market. For example, a market in which the four largest firms have market shares of 30 per cent, 20 per cent, 15 per cent and 10 per cent has a CR4 of 75 per cent. Opinions differed markedly on what constituted a concentrated market in terms of the CR4 formula.[13] Some regarded a figure of 75 per cent as reflecting a highly concentrated market;[14] others set the danger level at between 60 and 70 per cent.[15]

14. These views were substantially more tolerant than those of the Supreme Court in the mid-sixties. Thus, in *US v Von's Groceries Co*[16] a merger was condemned in which the combined market share of the merging firms was 7-5 per cent and the CR4 24.4 per cent. In similar vein the Supreme Court condemned a merger in which the firm's combined market share was only 4.5 per cent and the CR4 less than 30 per cent.[17]

15. In Canada the Director of Investigation and Research generally will not challenge a merger where the post-merger market share of the merged entity is less than 35 per cent. He will also not do so where (a) the post-merger market share of the four largest firms in the market would be less than 65 per cent, or (b) the post-merger market share of the merged entity would be less than 10 per cent.[18]

16. Enthusiasm for the HHI as an appropriate norm for utilisation under South African conditions should be tempered by the observations of certain writers in America who contend that the fact that HHI thresholds have been exceeded does not establish that a merger will be anticompetitive. While accepting that the level of concentration is important and at times even predominant, they point out that concentration statistics are only as good as the underlying market division and, even if perfectly calculated, are at best a rough proxy of market power. Passing the 1 000 or 1 800 barrier by itself, they suggest, reveals very little about the actual competitive impact of a transaction.[19] In any event, one must bear in mind that under the present competition law dispensation in South Africa the "public interest" is afforded a higher status than concentration ratios.

17. Although the Board are aware of the fact that market power could have a negative impact on prices and the efficiency of firms,[20] there have been circumstances which prompted the Board to "condone" a merger or take-over even though this led to a monopoly situation or a marked increase in the market share of the acquiring firm. More particularly, this has occurred where the Board were confronted by situations involving a so-called "failing company" (ie a company facing imminent danger of liquidation),[21] and when the only firm which was willing and able to take over the business of a major competitor which wished to exit the market ended up with a post-acquisition market share of about 50 per cent.

18. The extent of corporate conglomeracy in South Africa (as distinct from concentration in a particular market) is fequently a topic for debate and comment and, in many quarters, a cause for serious concern. For the purposes of this report "corporate conglomeracy" or "conglomeration" is used as a convenient term of reference to identify those companies which, notwithstanding the diversity of their respective activities, on the basis of direct or indirect control, common purpose over an extended period of time, interlocking directorates, or other commercially recognised forms of permanent linkage, form a distinguishable grouping of major proportions. The phenomenon is explained by McGregor[22] with reference to Johannesburg Stock Exchange (JSE) control figures based on market capitalization. While conceding that there are methods of measurement of control other than market capitalization, he avers that the Anglo American Group controls 44,2 per cent, the Rembrandt Group 13,6 per cent, Sanlam 13,2 per cent, SA Mutual 10,2 per cent, the Liberty Group 2,6 per cent and Anglovaal 2,5 per cent.[23]

19. Spokesmen for the conglomerates and independent observers dispute the validity of these figures, but even they would be constrained to admit that, in the final analysis, a substantial portion of the country's economic wealth is under the control of a handful of major companies.

20. In a paper presented at the Newick Park Initiative Conference held in Britain from 21 to 25 January 1991, Professor Maasdorp pointed to a number of factors which contributed to conglomeration. These include the important role of the mining finance houses in the development of the country's economy, exchange control measures, the subsidisation of capital (eg through "very generous" provisions for the amortisation of capital for tax purposes and the negative real interest rates that have prevailed from time to time), a host of laws and regulations that militated against small independent businesses, and disinvestments by foreign companies.[23]

21. It should be noted that since they do not, as a general rule, restrict competition, so-called "conglomerate acquisitions" (ie the acquisition by a firm operating in one market of another firm operating in an unrelated market) do not present nearly as many problems to the various bodies charged with implementing rules governing competition in countries that have them as do horisontal and vertical mergers. In fact one eminent American commentator states emphatically that antitrust should never interfere with any conglomerate merger.[24] However, not everyone is quite that dismissive of conglomerate mergers.

22. For instance, courts in the United States have perceived two broad categories of dangers to competition from conglomerate mergers, namely the facilitating of collusion or oligopoly pricing by eliminating potential (as distinct from actual) competition between the merging firms,[25] and the facilitating of inefficient exclusionary practices directed at outsiders, eg reciprocity, tying or predatory pricing.[26]

23. In Canada conglomerate mergers will only give rise to concerns under the Competition Act 1986 where it can be demonstrated that, in the absence of the merger, one of the merging parties would likely have entered the market *de nova*. In such circumstances enforcement action will be warranted only where it can be established that "prices would likely be materially higher in a substantial part of the market for more than two years than they would be if the merger did not proceed".[27]

24. A "fairly large" percentage of mergers qualifying for investigation each year in Britain are of the conglomerate kind.[28] However, the Monopolies and Mergers Commission has not condemned any conglomerate merger on the basis that competition would be harmed. Where conglomerate mergers have been condemned, this was done on the basis of the incompatibility of management teams[29] or because of the implications of the merger for regional policy.[30]

25. In South Africa the impact which conglomeration (or "diversification" as it may also be termed) could have on competition in general is more important than its effect in specific markets. It has been suggested that where, say, five or six major groups coexist in parallel and the respective companies within such groups confront each other in scores of markets (as one finds in the Republic), this multimarket contact induces them to co-operate rather than to compete since they recognise that if they compete strongly in any one market, their rivals may retaliate in a large number of other markets.[31] The logic of this so-called "theory of conglomerate forbearance" is even more compelling in a South African context where the situation is exacerbated by substantial inter-group cross shareholdings and interlocking directorates. It is certainly a factor germane to this investigation.

BACKGROUND TO THE INVESTIGATION

26. Notice of the Board's investigation which appears in Government Notice No. 651 in *Government Gazette* No. 12679 of 10 August 1990, is formulated as follows:

"The Competition Board hereby makes known for general information that it is undertaking an investigation in terms of section 10 (1) of the Maintenance and Promotion of Competition Act, 1979 (Act No. 96 of 1979), to ascertain whether the purchase of additional shares in Gold Fields of South Africa Limited by or on behalf of Anglo American Corporation of South Africa Limited, De Beers Consolidated Mines Limited and their associated companies (the group) since 1 June 1989 constitutes a "restrictive practice" or an "acquisition", and whether the aforesaid purchase of shares has placed, or could place, the group in a "monopoly situation".

In determining whether any "restrictive practice" or "monopoly situation" exists or may come into existence, and whether any "acquisition" has been, is being or is proposed to be made, the Board will, inter alia, also assess the relevance of any right or power Anglo American Corporation of South Africa Limited and De Beers Consolidated Mines Limited, together with their associated companies, may have or could acquire to appoint one or more directors to the directorate of Gold Fields of South Africa Limited.

Any person may within thirty (30) days from the date of this notice submit written representations regarding this investigation to the Director: Investigations, Competition Board, Private Bag X720, Pretoria, 0001. Telefax 012/3225428."

27. Diagrams 1 and 2 illustrate the cross shareholding between Anglo American Corporation of South Africa Ltd (Anglo) and De Beers Consolidated Mines Ltd (De Beers) as well as some of their mutual interests, and the principal shareholders in Gold Fields of South Africa Ltd (GFSA). The information concerning the extent of the various shareholdings depicted in the diagrams is not always readily available. Thus, although every effort was made to ensure their accuracy, it is quite possible that some of them may not be 100 per cent correct.

Diagram 1
The relationship between Anglo American and De Beers and some of their mutual interests

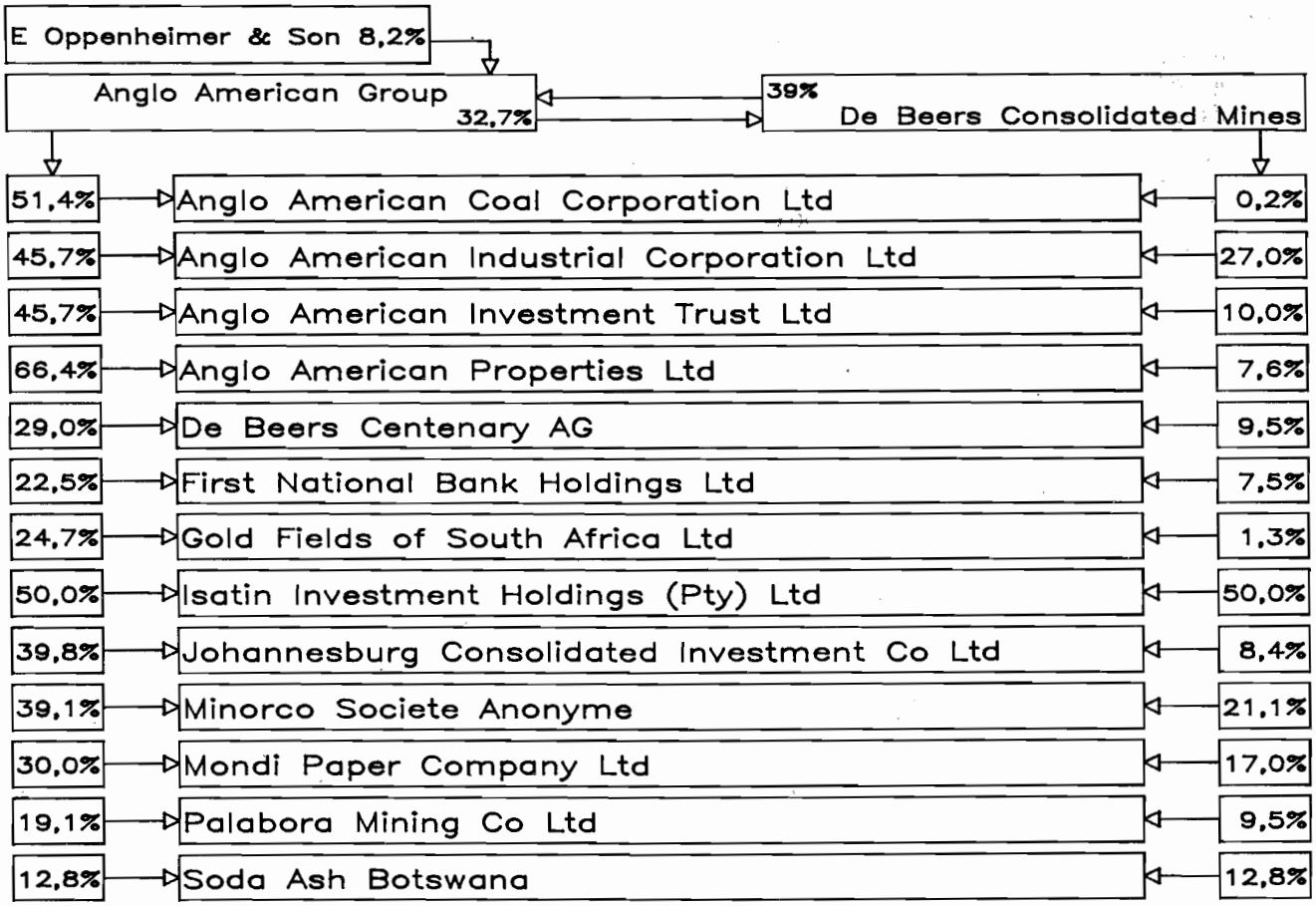
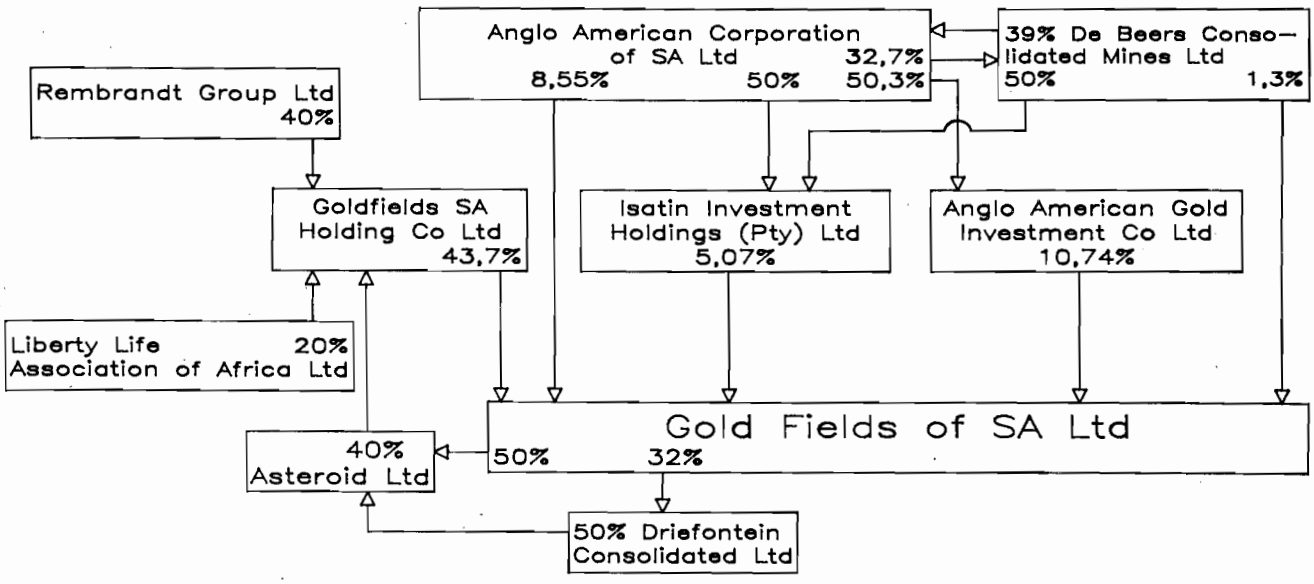


Diagram 2
The principal shareholders of Gold Fields of SA Ltd



28. GFSA was formerly named West Witwatersrand Areas Ltd (West Wits) which was incorporated on 12 November 1932 and listed on the Johannesburg Stock Exchange (JSE). With effect from 1 July 1971 West Wits acquired the undertaking of an unlisted company named Gold Fields of South Africa Ltd. The listed company assumed the name of the unlisted company and the unlisted company changed its name to GFSA Holdings Ltd.

29. Anglo was one of the founding shareholders in West Wits in 1932 with a stake of 10 per cent. Since then the Anglo/De Beers group have always had a substantial shareholding in West Wits/GFSA, although the extent thereof has varied from time to time.

30. In recognition for its initial subscription in West Wits, Anglo was given representation on its board. By 1971 this had increased to two directors. Subsequently Anglo agreed to reduce its representation to one. Mr E. P. Gush, who was also a member of the Anglo directorate, was appointed to the board of GFSA in November 1983. He was voted out of office at an adjourned annual general meeting of GFSA held on 15 January 1991.

31. On 21 September 1988 Minorco Société Anonyme (Minorco), a company incorporated in Luxembourg, announced that it intended making a hostile bid to acquire the whole of the share capital of Consolidated Gold Fields PLC (Consgold), a company incorporated in the United Kingdom. The bid was issued formally on 4 October 1988. At the time of the bid Minorco had a stake in Consgold of just under 30 per cent.

32. Since (a) Anglo and De Beers had a combined interest of 60 per cent in Minorco and (together with companies controlled by Anglo) a 21 per cent interest in GFSA, and (b) Consgold held a 38 per cent interest and control of 48 per cent of the votes in GFSA, it followed that if Minorco gained control over Consgold, Anglo and De Beers would control GFSA. The Board therefore decided to launch a formal investigation into the matter, notice of which was given in Government Notice No. 2051 in *Government Gazette* No. 11533 of 7 October 1988.

33. Minorco's bid for Consgold attracted international attention and not only Britain's Monopolies and Mergers Commission, but also the courts in America and the European Commission eventually had to rule on the matter. In view of the fact that the transaction involved two foreign companies, Anglo and De Beers contended that the Competition Board had no jurisdiction in the case. With reference to the practice elsewhere in the world and South African common law principles, the Board rejected this view and held that since the transaction would have a negative impact on competition in the Republic which could be forestalled by the Board and the Minister acting in tandem, they could (and were obliged to) take appropriate action.[32]

34. Section 11 of the Maintenance and Promotion of Competition Act 1979 empowers the Board during the course of an investigation in terms of section 10 to negotiate with any person or any body with a view to making an arrangement which, as the case may be, will ensure the discontinuance of any restrictive practice or do away with, terminate, prevent or alter any acquisition or monopoly situation which is the subject of an investigation. Where such an arrangement has been made it must be submitted to the Minister for his approval. Once this approval has been obtained the arrangement is published by the Minister by notice in the *Government Gazette*. Contravention of or failure to comply with the notice is an offence.

35. In the Minorco case the Board came to an arrangement with Anglo and De Beers on the understanding that if Minorco gained control over Consgold they (Anglo and De Beers) would actively support Consgold's disposal of the whole of its interests in GFSA and GFSA Holdings Ltd as soon as it was commercially advantageous so to do. Certain other conditions were also accepted by Anglo and De Beers which were designed to ensure that they did not gain control over GFSA during the period when Consgold was disposing of its interests as aforesaid.[33] This arrangement was accepted by the Minister who also entered into an agreement with Minorco in terms of which it undertook, inter alia, to cause Consgold to sell its total interest in GFSA as soon as it was commercially advantageous to do so. Both the arrangement between the Board and Anglo and De Beers and the agreement between the Minister and Minorco where subject to the condition precedent that Minorco's bid for Consgold had to be successful. When the bid failed, the arrangement and agreement lapsed.

36. Following the failure of the Minorco bid, Hanson PLC bid for an eventually acquired Consgold in August 1989. It thereupon set about disposing of Consgold's interest in GFSA. As a result of this process the Rembrandt Group emerged with an increased stake in GFSA.

37. During the latter part of 1989 aggressive purchases of GFSA shares on the JSE by Nedbank Nominees Ltd became discernible. Inquiries by the Board revealed that Nedbank Nominees had purchased the shares on behalf of Isatin Investment Holdings (Pty) Ltd (Isatin) in which Anglo and De Beers each have a 50 per cent shareholding.

38. One of the provisions in the arrangement between the Board and Anglo and De Beers referred to in paragraph 35 stated that until such time as the whole of Consgold's interest in GFSA and GFSA Holdings Ltd had been disposed of Anglo and De Beers would consult with the Board before directly or indirectly extending their shareholding in GFSA. Once that agreement lapsed, this legal obligation also fell away. They were accordingly within their rights to extend their shareholding in GFSA via the Isatin - Nedbank Nominees channel without consulting with the Board. A number of major companies in South Africa, including some in the Anglo group, would not have acted in this way if they had been in that position.

39. At a meeting in Pretoria on 6 June 1988 attended by the Minister, the chairman of the Competition Board and Mr G. W. H. Relly, who was chairman of Anglo at the time, Mr Relly stated that Anglo and De Beers did not wish to control GFSA. This was reiterated by him in a letter dated 16 September 1988 addressed to in Minister in which he stated:

"I said in response that the Anglo American Corporation had no intention of 'controlling' GFSA. Indeed, we would not want to find ourselves responsible for the manning and management of that group".

Shortly after that Minorco launched its bid for Consgold.

40. It is therefore hardly surprising that when confronted with the covert[34] acquisition of shares in GFSA by Anglo and De Beers and a complaint concerning the negative impact this could have on competition, the Board had no hesitation in proceeding with a formal investigation into the matter.

SUBMISSIONS BY THE PARTIES

41. Submissions were received from GFSA and Anglo and De Beers.

The GFSA submission

42. GFSA's submission was comprehensive and included copies of excerpts from board meetings, newspapers, financial journals and books, communications between persons in top management positions in the major companies involved in the GFSA/Anglo and De Beers saga, and graphs.

43. The main thrust of the submission was that the purchase of additional shares by Anglo and De Beers in GFSA since 1 June 1989 constituted a restrictive practice and/or an acquisition and/or placed the companies in a monopoly situation which could not in each instance be justified in the public interest.

44. It was argued that the extent of Anglo and De Beers' shareholding in GFSA could not be regarded as a mere "portfolio investment", but that it was clearly a mechanism to ensure they held a veto power to counteract the Rembrandt Group's increased stake in GFSA (which was not to their liking) in accordance with their philosophy of "Who needs take-overs when you can control with a minority stake?".

45. GFSA conceded that Anglo and De Beers had no legal right to keep a director on its board. It nevertheless requested the Competition Board to ensure that Mr E. P. Gush, who was also a director of Anglo, vacated his position as a member of the GFSA board. This request was, of course, submitted well before 15 January 1991.

46. To remedy the situation in which GFSA found itself, it was submitted that the Board should recommend to the Minister that Anglo and De Beers divest themselves of their shares in GFSA, either totally or partially by way of the payment of dividends in specie. Pending the finalisation of this process Anglo and De Beers should be prohibited from exercising any voting rights in GFSA, alternatively, that they should be permitted to vote only in regard to any resolution which affected any of the rights attached to their shares in GFSA. Furthermore, any director of the Anglo/De Beers group should be prohibited from serving on GFSA's directorate.

The Anglo/De Beers submission

47. Anglo and De Beers took exception to the notice of the investigation arguing that it was defective in that it failed to furnish particulars of the investigation the Board proposed to make. These particulars were necessary to make proper representations. More specifically, Anglo and De Beers sought particulars in respect of (a) which situations restrict what competition in which categories and how, (b) what "controlling interest" in what business involved in the production of what commodity is under investigation, (c) what control in respect of what business or what asset is being investigated and by whom is it alleged to have been acquired, (d) what particular type of business in relation to what commodity is being investigated, (e) what substantial economic connection exists in respect of what class of business in relation to what commodity, and (f) what consitutes "associated companies" and "groups" and how a purchase of shares in GFSA by the "associated companies" or the "group" has placed, or could place, the "group" in a monopoly situation.

48. The Board furnished the required particulars and asked Anglo and De Beers to provide certain information. They complied with the request for further information, but contended that the further particulars provided by the Board broadened the scope of the investigation, confused the issues, and were inadequate to enable them to make proper representations. They also indicated that they were prepared to discuss the matter with the Board.

49. A meeting between the Board and Anglo and De Beers was held on 6 December 1990. Prior to the meeting the advice of the State Attorney, Pretoria, was sought regarding the claim that the notice of the investigation with the further particulars provided by the Board were inadequate. It was intimated that this was not the case.

50. The meeting on 6 December helped to clarify the issues. In a letter dated 10 January 1991 Anglo and De Beers recorded their comments, observations and submissions arising from the meeting. In essence both the initial submissions and those of 10 January vigorously denied that the purchace of shares in GFSA by the associate companies of Anglo and De Beers since 1 June 1989 constituted a restrictive practice or an acquisition, or gave rise to a monopoly situation. The Board was also assured that neither Anglo nor De Beers nor "the group" has any right or power to appoint one or more directors of GFSA, nor is there any agreement, arrangement or understanding which give them the right or power to require the majority of members of GFSA to vote in favour of the re-election of Mr Gush.

51. In support of their claims Anglo and De Beers admitted to certain facts and raised certain arguments. For present purposes the most important of these are the following:

(1) Anglo/De Beers and GFSA compete vigorously with each other in respect of, inter alia, the acquisition of mineral rights and the efficient exploitation of such rights.

(2) Anglo and De Beers do not wish to control GFSA, but regard their shareholding in GFSA as an important investment, even though it is a non-controlling interest.

(3) The phrase "holder of a controlling interest" as it appears in the definition of "acquisition" cannot be interpreted to mean "holders of a controlling interest".

(4) The "purchase" of shares is manifestly distinguishable from the "subscription" for shares.

(5) No actions which require the passing of a special resolution have any relevance whatsoever to any circumstances which could be said to restrict the competitive rights and powers of GFSA, Anglo and De Beers. It is incorrect to equate a mechanism designed by the Companies Act 1973 to protect minority shareholders, with a "controlling interest" as defined in the Maintenance and Promotion of Competition Act 1979.

(6) The fact that De Beers and Anglo have cross holdings of shares in each other and sometimes co-operate is no warrant for finding that the two companies are not truly independent of each other. Each company has different shareholders and each has a different board of directors.

(7) There is no justification for the proposition that a shareholder of a company has a "controlling interest" merely by voting his shares against a motion which he is legally entitled to do.

(8) The proposition that there would be a restricting of competition where one or more persons with a substantial economic connection acquire or strengthens a monopolistic (dominant) position, is not founded on logic, fact or law.

(9) There is nothing legally or ethically wrong in simply having cross directorships in the same or different mining houses and (quoting from a statement by the chairman of GFSA) that cross directorships at an operating level is a good thing.

ANALYSIS

52. In giving notice of this investigation the Board identified two key issues that on the facts warranted analysis in terms of the Act. They are the holding of shares by one company in a competitor's business and interlocking directorates. The main thrust of the analysis that follows will accordingly be directed at establishing under what circumstances, if at all, the respective issues could be said to constitute a "restrictive practice" "acquisition", or a "monopoly situation" as defined in the Act.

53. The holding of shares in a competitor's business and interlocking directorates are matters that also arise in a company law context. It was accordingly deemed advisable to preface the Board's analysis of them with a brief exposition of how certain aspects thereof are dealt with in that field.

Shareholding

54. The interrelationship between a company's shareholders is to a considerable extent based on the notion of majority rule and minority protection.[35] This approach is, *inter alia,* followed in the so-called "expropriation cases" where the courts have permitted a change in a company's articles of association at the behest of the majority shareholders to enable them to compel the minority shareholders to sell their shares at a reasonable price to an approved purchaser: provided this was bona fide and in the interests of the company as a whole.[36] The one clear-cut case in which the courts have had no difficulty in finding that the expropriation of the minority shareholders was justified is where the minority shareholders were competing in business with their company.[37]

55. There are a number of provisions in the Companies Act 1973 which confer rights on minority shareholders acting as a group of prescribed proportions.[38] For present purposes the most important of these is the veto which could be exercised in terms of the formal requirements for the passing of a special resolution.

56. Section 199 (1) of the Companies Act 1973 states that the passing of a special resolution, *inter alia,* requires (a) a quorum of not less than one-fourth of the total votes of all the members entitled to attend and to vote at the meeting who are present in person or by proxy, and (b) acceptance of the resolution by not less than three-fourths of the number of members entitled to vote at the meeting who are present in person or by proxy or, where a poll has been demanded, by not less than three-fourths of the total votes to which the members present in person or by proxy are entitled.

57. This entails that it is only when all the members of a company are present in person or by proxy (which is unlikely to occur in the case of most listed companies) that the blocking of a special resolution would require 25 per cent plus one of the votes. In all other cases where meetings are attended by less than the full complement of members, a special resolution could be blocked by persons holding a stake in the company of between 25 per cent and just more than 6,25 per cent. Of course, in the case of an adjourned meeting where the quorum requirement no longer applies, even less than 6,25 per cent of the votes could suffice.

Directors

58. One of the most firmly established principles of company law is that directors stand in a fiduciary relationship to their companies.[39]

59. This entails that they must exercise their powers in good faith and avoid a conflict between their own interests and those of the company. One of the issues that arises from the required avoidance of a conflict of interests is whether a director could serve on the directorates of two competing companies.

60. In dealing with the problem in England, Australia and New Zealand, the courts almost invariably refer to *London and Mashonaland Exploration Co. Ltd. v New Mashonaland Exploration Co. Ltd*[40] In that case Chitty J sanctioned a person holding directorships in rival companies subject to three qualifications, namely (1) the articles of association of a company could forbid someone from serving on the board of any other company doing a substantial amount of business in competition with that company, (2) there could be an express or implied contract with the directors that they would not serve on the boards of competing companies, and (3) confidential information obtained as a director of a company could not be disclosed to rival companies.

61. Despite Lord Cranworth's statement in *Aberdeen Rail Co. v Blaikie Bros*[41] that ". . . it is a rule of universal application that no one having such (fiduciary) duties to discharge shall be allowed to enter into engagements in which he has or can have a personal interest conflicting or which possibly may conflict with the interests of those whom he is bound to protect", and Clauson J's finding in *Re Thompson*[42] to the effect that it was a breach of duty for a trustee to open a business competitive with that run by the trust, the courts in all three countries have refrained from holding that directors may not hold directorships in rival companies.[43] There has, of course, been recognition of the "dangers" of a director using confidential information acquired in that capacity to assist him in the competing business and the "considerable" difficulties of avoiding such use of that information.[44] Misuse of confidential information must nevertheless still be established on the facts in a particular case.[45]

62. The judges in the United States of America have taken a stricter view of a director's fiduciary duties than their commonwealth counterparts.[46] For example, it has been held that a director ". . . owes loyalty and allegiance to the corporation—a loyalty that is undivided and an allegiance that is influenced in action by no consideration other than the welfare of the corporation".[47] These sentiments were echoed by Supreme Court Justice Douglas who said: "He who is in such a fiduciary position . . . cannot by the intervention of a corporate entity violate the ancient precept against serving two masters".[48]

The best known view on the subject is, however, probably that of Cardozo J: "Many forms of conduct permissible in a workaday world for those acting at arm's length, are forbidden to those bound by fiduciary ties. A trustee is held to something stricter than the morals of the market place. Not honesty alone, but the punctilio of an honor the most sensitive, is then the standard of behaviour. As to this there has developed a tradition that is unbending and inveterate. Uncompromising rigidity has been the attitude of courts of equity when petitioned to undermine the rule of undivided loyalty by the 'disintergrating erosion' of particular exceptions . . . Only thus has the level of conduct for fiduciaries been kept at a level higher than that trodden by the crowd. It will not consciously be lowered by any judgment of this court."[49]

63. In the USA, as elsewhere, the duty not to compete is measured by the circumstances of each case.[50] No breach of fiduciary duty will be found in the absence of facts showing that the corporation had been harmed.[51] Disclosure of confidential or inside information is, of course, a breach of fiduciary duties.[52]

64. In Canada the leading case on the subject is *Canadian Aero Services Limited v O'Malley*.[53] Although the court did not have to deal specifically with the issue of the simultaneous holding of directorships in competing companies, Laskin J's views on the closely related aspect of a director appropriating a corporate opportunity to himself, aligned Canadian law with the line of reasoning followed in *Aberdeen Rail Co* and *Re Thompson* and by Cardozo J in *Meinhard v Salmon*. In so doing, it is argued,[54] the learned judge put into a hazardous position any person who acts as a director of interlocking firms.

65. Under South African law a host of factors have to be taken into account when determining whether a director can compete with his company, i.e. either in his personal capacity or as a member of the board of a rival company, including the company's constitution (ie memorandum and articles of assocation),[55] the status of the person concerned within the company and any contract between him and the company that may exist.[56]

66. As a general rule it may be accepted that a managing director of one company may not simultaneously be the managing director of a competing company. In *Atlas Organic Fertilizers (Pty) Ltd v Pikkewyn Ghwano (Pty) Ltd*[57] Van Dijkhorst J reaffirmed this principle but was prepared to deviate from it to allow a managing director whose services had been terminated and who was serving his month's notice to create a future means of employment, albeit in competition with his present company. According to the judge this did not necessarily create a conflict of interest greater than that of an ordinary director serving on the boards of two competing companies.

67. The approach of Goldstone J (as he then was) in *Sibex Construction (SA) (Pty) Ltd v Injectaseal CC*[58] is substantially different. After pointing out that in our law the fiduciary duty of a director arises not only in situations where the director acts as agent for the company but also by virtue of the fact that he is a trustee for his company, he went on to say:

"On the facts of the present case I cannot conceive of an individual director being able to serve simultaneously on the boards of say Sibex and Furmatite (Pty) Ltd whether or not, as a fact, he was mandated to act as an agent for either or both of the companies. And the same would be true of the General Manager, even if not a director. The knowledge alone of the prices submitted by the one company would create an unresolvable conflict of interests in relation to the other. Any benefit obtained by the one company by reason of its relationship with a Sasol Company or Natref would be to the disadvantage of the other. It would be a most unusual situation which allowed directors or senior officers or managers of one company to act in the same or similar capacity for a rival company without actual or potential conflict situations arising with frequent regularity. Even in the case of a non-executive director a similar conflict of interests could arise in circumstances not difficult to imagine.".

He concluded his discourse on the issue by stating that the courts should recognise and strictly enforce the "strict ethic" in this area of the law so that persons in positions of trust be less tempted to place themselves in a position where duty conflicts with interest.

68. The dishonest use of confidential information by a director will not be countenanced under South African law.[59]

Restrictive practice

69. "Restrictive practice" as defined in section 1 of the Act means—

"(a) any agreement, arrangement or understanding, whether legally enforceable or not, between two or more persons; or

(b) any business practice or method of trading, including any method of fixing prices, whether by the supplier of any commodity or otherwise; or

(c) any act or omission on the part of any person, whether acting independently or in concert with any other person; or

(d) any situation arising out of the activities of any person or class or group of persons,

which restricts competition directly or indirectly by having or being likely to have the effect of—

(i) restricting the production or distribution of any commodity; or

(ii) limiting the facilities available for the production or distribution of any commodity; or

(iii) enhancing or maintaining the price of or any other consideration for any commodity; or

(iv) preventing the production or distribution of any commodity by the most efficient and economical means; or

(v) preventing or retarding the development or introduction of technical improvements or the expansion of existing markets or the opening up of new markets; or

(vi) preventing or restricting the entry of new producers or distributors into any branch of trade and industry; or

(vii) preventing or retarding the adjustment of any profession or branch of trade or industry to changing circumstances."

Shareholding

70. There is no doubt that someone holding an absolute majority of the shares in a company could rely on the extent of his shareholding to, *inter alia,* (a) restrict the production of a particular commodity, (b) prevent or retard the expansion of existing markets or the opening up of new ones, or (c) prevent or restrict the entry of a new producer or distributor into a particular branch or trade or industry.

71. The same results could be achieved where someone acting on his own or in concert with someone else is in a position to muster sufficient votes to block the passing of a resolution authorising a particular course of action. This is most likely to occur in situations that require the passing of a special resolution. A shareholder commanding just over 25 per cent of the available votes in a company will always be in position to block the passing of a special resolution. However, as mentioned in paragraph 57, holding as little as just over 6,25 per cent of a company's equity share capital could, in the appropriate circumstances, suffice to torpedo a special resolution.

72. If the shareholder who is in position to block a special resolution also happens to be a competitor of the company in which the shares are held, his actions could well have the effect of restricting competition if he exercises his veto. Such restrictions of competition must, however, either actually take place or be likely to have such an effect.

73. In *S v ffrench-Beytagh*[60] it was held that the words "likely to have" connote probability and do not embrace mere possibilities or remote contingencies. This interpretation has also been accepted in other cases[61]

74. In assessing whether someone who controls in excess of 25 per cent of the votes in a company is actually restricting competition or will probably do so, one must consider, firstly, whether the mere holding of that amount of shares per se can be said to restrict competition.

75. *British American Tobacco Co Ltd & R J Reynolds Industries Inc v EC Commission* (Philip Morris Inc and Rembrandt Group Ltd intervening)[62] provides an example of how the European Court of Justice views the matter. The relevant facts are briefly as follows.

76. The Rembrandt Group owned Rothmans Tobacco (Holdings) Ltd which in turn controlled Rothmans International PLC, which was a competitor of Philip Morris in the cigarette market. In 1981 Philip Morris and Rembrandt entered into an agreement which gave the two of them joint control over the affairs of Rothmans International. Two competitors, British American Tobacco (BAT) and R J Reynolds (RJR), complained to the Commission which held that the agreement infringed both Article 85 and Article 86 of the Treaty of Rome, more particularly since it was to take effect in an oligopolistic market. The agreement was abandoned and replaced by a new one which was entered into in 1984.

77. In terms of the 1984 agreement Philip Morris took a 30,8 per cent shareholding in Rothmans International which, however, carried only 24,9 per cent of the voting rights. Rembrand had 43,6 per cent of the voting rights and remained in a position to exercise sole effective control over Rothmans without any reference to Philip Morris. The Commission was given various undertakings by Philip Morris, the gist of which was that it would not get into a position to influence the behaviour of Rothmans. The Commission therefore concluded that the 1984 agreement did not involve a restriction of competition for the purposes of article 85 nor constitute an abuse of a dominant position in terms of article 86.

78. The Commission rejected BAT and RJR's complaint against its decision, whereupon the parties appealed to the Court of Justice. The Court of Justice upheld the Commission view that the 1984 agreement infringed neither of the relevant articles.

79. For the purpose of this report the following statement by the Court is important:

"Although the acquisition by one company of an equity interest in a competitor does not in itself constitute conduct restricting competition, such an acquisition may nevertheless serve as an instrument for influencing the commercial conduct of the companies in question so as to restrict or distort competition on the market on which they carry on business.

That will be true in particular where, by the acquisition of a shareholding or through subsidiary clauses in the agreement, the investing company obtains legal or *de facto* control of the comercial conduct of the other company or where the agreement provides for commercial co-operation between the companies or creates a structure likely to be used for such co-operation."

80. Supported by this dictum of the Court of Justice, the Board are of the opinion that a company commanding in excess of 25 per cent of the shares in a rival company cannot on the basis of that fact alone be said to be restricting competition. For this to happen, the company would have to exercise the power of control it had acquired by virtue of its shareholding to effect a restriction of competition, or it must be presumed on reasonable grounds taking account of all relevant facts that it was likely to act in that way.

81. One must accept that where a minority shareholder blocks the passing of a special resolution of a rival company, it will usually claim to have done so to protect its own legitimate interests as a shareholder. The Board would still have to decide whether on the facts a restriction of competition had taken place. It is, however, clear that the rights of a minority rival company shareholer cannot prevail in the face of a restriction of competition by it.

82. In dealing with a restriction of competition which takes the form of a veto of a special resolution the relevant act (i.e. the exercising of the veto) is easy to establish. The hreat posed to competition by a company holding in excess of 25 per cent of the votes in a rival company is less easy to detect and hence more ominous where the act is of an indirect or covert nature. This could, for example, be the case where a company agrees or offers not to use its veto in exchange for its rivals withdrawal from, or curtailment of activities in, a particular geographical market, or where the veto is used to pressurize the rival into anticompetitive conduct.

Interlocking directorates

83. Although this could enhance economic concentration, the holding of directorships in non-competing companies does not give rise to the complex legal problems one encounters in situations where a person serves on the boards of two or more competing (rival) companies. In the field of company law such a situation has been likened to the walking of a tight rope[63] which places the person concerned in an "almost untenable position"[64] or an "extraordinarily difficult situation".[65] Condonation thereof usually entails that practical considerations are given preference over ethical ones.

84. Without wishing to be unduly critical, it would seem that many South African directors who serve on the boards of competing companies are not concerned about, or, perhaps, unaware of, their tenuous legal position or the dictates of commercial morality. It would also appear that the competition law implications of their dual or multiple board level involvement with competing companies do not receive the attention which they warrant.

85. For example, various forms of collusion, namely price-fixing, market sharing and collusion on conditions of supply have been outlawed in terms of Government Notice No. 801 of 2 May 1986. The collusive activity can be effected by means of an agreement, arrangement, understanding, business practice or method of trading. The possibility cannot be excluded that a board meeting could be used for that purpose, and persons serving on the boards of rival companies cannot blame other business associates or the general public for being sceptical about such a state of affairs.

86. There will be instances where the presence on a company's board of someone who in effect is placed there by a rival company will be viewed with suspicion and even a measure of antagonism by the other board members. In such circumstances collusion would be out of the question. However, even "unwelcome" directors have the right of access to relevant information concerning the company and cannot be precluded from attending board meetings. When confidential information that a company would take great pains to ensure does not fall into the hands of a competitor has to be placed before the board, the "almost untenable position" becomes untenable.

87. The aforegoing considerations are not determinative of whether serving on the respective boards of companies that compete in the same market constitutes a restrictive practice. This question must be resolved with specific reference to the definition.

88. The mere appointment of a director of one company on the board of a rival company cannot be said to restrict competition between them and does not have any of the seven effects stated in the definition of restrictive practice. The same holds true where, say, on a directorate of eight, the rival-company director casts the only vote against a proposal to expand existing markets or open new ones. Even the possession of confidential information does not per se restrict competition or give rise to any of the required effects. This being the case, the key elements necessary to constitute a restrictive practice are absent in these situations. On the other hand, it will be a restrictive practice if a director of one company uses, or is likely to use, confidential information that he obtained in his capacity as director of another rival company to prevent, for example, the expansion of the latter company's existing markets or the opening of new ones and thereby restrict competition between the two. The evaluation of the director's conduct and a finding in respect thereof has in each instance to be made on the basis of the relevant facts.

Acquisition

89. "Acquisition" as defined in the Act means ". . . the acquisition by the holder of a controlling interest in any business or undertaking involved in the production, manufacture, supply or distribution of any commodity, of such an interest (a) in any other business or undertaking so involved; or (b) in any asset which is or may be utilized for or in connection with the production, manufacture, supply or distribution of any such commodity, provided such acquisition has or is likely to have the effect of restricting competition directly or indirectly, and 'acquire' has a corresponding meaning."

90. "Controlling interest" is a key concept in that definition. In relation to "(a) any business or undertaking, (it) means any interest of whatever nature enabling the holder thereof to exercise, directly or indirectly, any control whatsoever over the activities or assets of the business or undertaking; and (b) any asset, means any interest of whatever nature enabling the holder thereof to exercise, directly or indirectly, any control whatsoever over the asset."

91. Notwithstanding the elucidation provided in the Act, a number of concepts in the abovequoted definitions require further interpretation. This is a task that Parliament has, in the first instance, entrusted to the Board. In exercising this function the Board will obviously act responsibly within the bounds of reasonableness and in accordance with the accepted canons of interpretation.

92. The "holder" of a controlling interest as it appears in the definition of "acquisition", obviously also means the "holders" of such an interest.[66] Denial that "holder" also means "holders" would effectively negate the Act's provisions relating to acquisitions, since it would permit their circumvention at will. On the other hand, accepting that two or more natural or juristic persons could be linked together for the purpose of establishing whether a controlling interest had been acquired in a business or undertaking does not mean that this can be done in a frivolous or contrived manner. To the contrary, the required nexus must be reasonable in the circumstances in accordance with the dictates of commercial common sense. The relationship between a holding company and its subsidiaries and between a controlled company and its controlling company clearly suffices, but so too could a relationshiop between the parties acting in concept pursuant to an agreement, arrangement or understanding whether formal or informal, express or tacit.

93. "Control" is a word that is not defined in the Act. However, in the *Shorter Oxford Dictionary* it is said to mean—

"1. The fact of controlling, or of checking and directing action; domination; command, sway.

2. Restraint, check.

3. A method or means of restraint or check.

4. A person who acts as a check; a controller."

In the *Concise Oxford Dictionary* "control" is defined as follows:

"Dominate, command; exert control over *(-ling interest,* ownership of majority stock or other means to determine policy of a business etc.), hold in check (oneself, one's anger); check, verify, regulate (prices etc.) ..."

The *Oxford Advanced Learner's Dictionary of Current English* states that "control" is, inter alia, the power to direct, order or restrain".

94. By choosing to define "controlling interest" in terms of "any interest of whatever nature" and "any control whatsoever" which, moreover, can be excercised "directly or indirectly", Parliament has given the concept a wide ranging meaning designed to cover a host of situations. Thus, "any control whatsoever" clearly connotes varying degrees of control ranging from absolute or total control to other lesser forms of control of which cognisance can nevertheless justifiably be taken. Bearing in mind that "control" also means "to restrain" or a "method or means of restraint", one may conclude that a controlling interest could be acquired in circumstances where a person holding "any interest of whatever nature" is able—

(a) to exercise *de iure* or *de facto* control over the activities or assets of a business or undertaking, eg by being able to dictate what policies the business or undertaking should pursue or what course of action it should take, and

(b) to utilise the interest he has in a business only to prevent certain actions relating to the activities or assets of the business from taking place.

95. In regard to this finding it is opportune to refer to what Mr H. F. Oppenheimer a former chairman of Anglo and De Beers, thought. He wrote:

"[The] Group System as we understand it in South Africa, does not involve the control by one company of others in the sense of the controlling company holding the majority of the share capital in a number of subsidiaries. We speak loosely of certain companies being controlled by the Central Mining or the Union Corporation or the Anglo America and so on. But while the so-called controlling company will hold a share interest, and usually a large share interest, in the companies of its group, it will seldom, if ever, hold anything approaching a majority interest.

Very often effective control will be exercised when only a comparatively small interest in the controlled company is held."[67]

96. The wide import that the concept of "controlling interest" lends to the definition of "acquisition" is attenuated by the proviso that an acquisition must have or be likely to have the effect of "restricting competition directly or indirectly".

97. "Restricting competition" is another term that is not defined in the Act. At first blush it may appear to be a phrase of stark simplicity. The truth is it is one of considerable complexity that poses conceptual problems.[68] In applying it the Board cannot give it an abstract meaning, but must take due cognisance of all the relevant factors in a given case and be guided by the dictates of commercial common sense. This process will invariably involve an identification of the relevant product and geographic markets and the relative market share of the firms operating therein.

98. The Board's *Policy Guidelines on Acquisition of Control* (1981) state that the Board only has an interest in acquisitions which seem likely to have a "significant effect" on competition. This indicates adherence to the maxim *de minimus non curat lex* which is also the approach followed by the European Court of Justice in interpreting the Common Market's rules on competition.[69] Canadian,[70] New Zealand[71] and Australian[72] legislation on the subject specifically provide for a "substantial" lessening of competition. Although a transaction will usually be judged in isolation in determining whether its effect on competition is significant, the cumulative effect of a series of smaller acquisitions over a period of time could, in the appropriate circumstances, be taken into account in ascertaining the impact on competition.

99. Some adverse effects on competition are more readily discernible than others. As a general rule the Board will, in line with the practice in other legal systems, accept that there will be an impact on competition warranting closer appraisal where a merger or take-over leads to the acquisition or strengthening of a dominant position,[73] or where it results in the removal of an effective competitor.[74] Barriers to entry also warrant consideration in this context. It has been suggested that any merger policy that places a high value on economic efficiency and consumer welfare must designate as "barriers to entry" only those things that permit incumbent firms to engage in monopoly pricing while keeping outsiders from entering the market.[75]

100. For the purpose of determining whether an acquisition has been made, a shareholding in excess of 50 per cent obviously entails *de iure* control over the company, while a stake of less than 50 per cent could result in *de facto* control.[76] Any person who on the basis of his voting power is able to block the passing of a special resolution also has a controlling interest in the company. Each of these manifestations of a controlling interest does not *per se* suffice to constitute an acquisition. It is only when they actually or are likely to, result in a restriction of competition, or are exercised in a manner that produces such a result or will probably do so that an acquisition can be said to have taken place.

101. Merely becoming a director of a company, even if the person concerned is already the director of a rival company, does not confer a controlling interest. Alliances entered into by such a director with other board members enabling them to command a majority of votes at board meetings could, however, do so. The issue of the required restriction of competition or the probability thereof nevertheless still remains and would have to be established on the facts before an acquisition can be said to have taken place or that this is likely to occur.

Monopoly situation

102. To many people "monopolist" is a word pregnant with foreboding. The reason for this is the perceived and, in some cases, clearly proven social cost that society suffers as a result thereof,[77] even though society is not necessarily poorer because the monopolist exists. It is therefore to be expected that states will have mechanisms to prevent or to minimise the harmful effects that a monopolist, if allowed a free rein, could inflict upon society.

103. For example, in America section 2 of the Sherman Act states in part:

"every person who shall monopolize, attempt to monopolize or conspire with any other person or persons to monopolize any part of the trade or commerce among the several States . . . shall be deemed guilty of a misdemeanor."

It is recognised that a monopoly power can come about as a result of superior product, business acumen, natural advantages, economic or technological efficiency or historic accident,[78] and the mere possession of monopoly power does not *ipso facto* condemn a market participant. Illegal monopolization accordingly requires a showing that the defendant (a) has "monopoly power", which is substantial market power and (b) has exercised that power.[79]

104. A number of legal systems no longer use the words "monopolist", "monopoly" or "monopolize" in their antitrust legislation, preferring instead to work with the concept of "dominant position" and to outlaw any abuses of such a position.[80]

105. In South Africa a "monpoly situation" is defined to mean—

". . . a situation where any person, or two or more persons with a substantial economic connection, control in the Republic or any part thereof, wholly or to a large extent, the class of business in which he or they are engaged in respect of any commodity".

106. At the outset it should be noted that the definition focuses on relative as distinct from absolute size. In other words, bigness per se is not the target. Another mistake which is sometimes made is to believe that if there are multiple shareholders in a company that company cannot be regarded as a monopolist. The definition clearly does not permit such an interpretation. Further elucidation on some of the specific components of the definition is also required.

107. In terms of section 2 of the Interpretation Act 1957, public and private companies, close corporations and other juristic persons, partnerships and individuals are all "persons" for the purpose of determining whether a monopoly situation exists.

108. "Commodity", as defined in the Act, includes any make or brand of any commodity, any book, periodical, newspaper or other publication, any building or structure and any service, whether personal, professional or otherwise, including any storage, transporation, insurance or banking service.

109. The determination of what constitutes "the Republic or any part thereof" has to be done in accordance with the dictates of commercial common sense after due appraisal of all the relevant facts. "Any part" could, for instance, comprise the whole or part of one of the provinces, or the whole or part of two or more provinces.

110. "Business" is a word of wide connotation and signifies any activity which occupies a person's time and attention usually, but not necessarily, with the object of making a profit.[81]

111. In *Salisbury City Council v Donner*[82] Murray CJ had this to say concerning "class":

"The word 'class' is indefinite. In cases where business consists of rendering service, the number of classes depends on the varieties of services rendered. Where it consists of sale of goods there are obviously different classes of business according to the difference in character of the goods sold. Equally it seems to me, there are different classes of business according to the varying manners in which business is conducted."

112. As already mentioned, in other legal systems the rules governing competition necessitate utilisation of the concept of the "relevant market" in dealing with acquisitions[83] or alleged abuses of a dominant position.[84] When comparisons are made between "class of business" as defined by Murray CJ, read in conjunction with "any commodity", and the "relevant market", it emerges that the former is a more narrowly delineated concept than that of "relevant market".

113. A number of factors, any one of which, when taken separately, need not necessarily be determinative, have a bearing on whether a person "controls . . . wholly or to a large extent" a class of business. More specifically, regard ought to be paid to—

(a) the market share, technical knowledge, and access to raw materials and/or capital of the person whose position is being assessed;

(b) the comparative strength of that person's competitors (if any) in the relevant class of business and the ease with which new competitors could enter such a business; and

(c) the extent to which that person is constrained by the conduct of suppliers or acquirers of goods or services in the relevant class of business.[85]

The words "to a large extent" draw within the compass of the definition persons who, while not having exclusive control in the class of business in which they operate, are nevertheless in a position to exercise substantial control over it. The quantitative and qualitative parameters of the prescribed degree ("large extent") of control have to be decided on a case to case basis in accordance with the dictates of commercial common sense. It is nevertheless clear that the extent of control required in the case of a monopoly situation is more extensive than that in the case of an acquisition.

114. In order to constitute a monopoly situation a person must control the class of business in respect of a particular commodity. For two or more persons to bring about such a situation, there must in addition be a "substantial economic connection" between them. Without any further clarity in regard to this phrase to be found in the Act itself, "substantial economic connection" must perforce be assessed on an ad hoc basis taking due cognisance of all the relevant facts.

115. The relationship between a holding company and its subsidiaries or between a controlling company and the companies it controls points inexorably to a substantial economic connection between them. A crossholding of shares of significant proportions coupled with interlocking directorates would also, in the Board's opinion, be indicative of the required connection. At the other end of the scale an agreement, arrangement or understanding between two otherwise unconnected entities to control a class of business arguably does not qualify as a substantial economic connection. Their agreement, arrangement or understanding could, however, constitute a restrictive practice or even contravene Government Noice No. 801 of 2 May 1986. Since "substantial economic connection" must be read in conjunction with "control", it whould appear that where one company has a shareholding of, say, 29 per cent in another company but with no prospect of ever persuading the latter to co-operate with it for the purpose of controlling a particular class of business, the required "substantial economic connection" between them to constitute a monopoly situation does not exist.

Public interest

116. In the final analysis restrictive practices, acquisitions and monopoly situations are all judged against whether they serve or are contrary to the pubic interest. Conduct or transactions which constitute a restrictive practice or an acquisition are in effect deemed to be against the public interest. This can be gleaned from section 12 (2) of the Act which states that if the Board are not satisfied that a restrictive practice or acquisition is justified in the public interest, they shall recommend to the Minister that he take such action under section 14 (1) as the Board may consider necessary in the circumstances. A monopoly situation, on the other hand, is in effect deemed not to be against the public interest. Section 12 (2) provides that only when the Board are satisfied that a monopoly situation is not justified in the public interest can they make a recommendation to remedy the situation.[86]

117. The uninitiated or the uncomprehending may be inclined to regard "public interest" as a "totally vacuous" concept. They would, of course, be wrong to do so. "Public interest" along with *"boni mores"*, "good faith", the "reasonable man", etc, are crucial concepts for the proper functioning of any sophisticated legal system. They allow for essential flexibility in the application of the law in vastly different situations and changing circumstances for which no legislator, however meticulous and far-sighted it may be, would ever be able to cater satisfactorily within the inherent rigidity of statutory enactments.

118. All antitrust legislation or jurisprudence directly or indirectly rely on the concept of "public interest" or its equivalent.[87] The content of the concept may vary somewhat from country to country, but there is still a great deal of common ground to be found among them.

119. In Australia authorisation for an acquisition covered by s 50 or s 50A of the Trade Practices Act 1974 will only be granted where it results, or is likely to result, in some public benefit which has been described as "a net or overall benefit after any detriment to the public resulting or likely to result from the proposed acquisition has been taken into account".[88] The tribunal in the *QCMA* case,[89] which was decided before the 1977 amendments to to the Act, adopted a "balance sheet approach" weighing up likely benefits and detriments and stated that a wide concept of public interest is involved in the test, including the interests of the public as purchasers, consumers or users. Reference may also be made to the Trade Practices Commission's *Merger Guidelines* where it is stated that the Commission recognises that mergers could result in a public benefit where they—

(a) effect a beneficial rationalisation of industry by resulting in greater efficiency and better allocation of resources (which must be demonstrated),

(b) promote the attainment of international competitiveness (whether on domestic markets against imports or in the export field),

(c) result in (i) higher contributions to significant R & D activities, (ii) infrastructure development in regional areas, (iii) enhanced ability to absorb cost increases and/or contain price increases, and (iv) substantial stability and enhancement of employment.[90]

120. Section 84 of the United Kingdom's Fair Trading Act 1973 states that the Monopolies and Mergers Commission in deciding whether any particular matter operates against the public interest may take into account all matters which appear to them in the particular circumstances to be relevant including—

(a) maintaining and promoting effective competition between persons supplying goods and services in the United Kingdom;

(b) promoting the interests of consumers, purchasers and other users of goods and services in respect of the prices charged for them, their quality and variety;

(c) promoting the development and use of new techniques and new products;

(d) maintaining and promoting the balanced distribution of industry and employment in the United Kingdom; and

(e) maintaining and promoting competive activity in markets outside the United Kingdom on the part of producers of goods, and of suppliers of goods and services, in the United Kingdom.

121. The Canadian Competition Act 1986 does not contain any express provisions on the content of public interest or public benefit. One way nevertheless infer such content from the "Purpose" section of the Act which states that competition must be maintained and encouraged in Canada in order to promote the efficiency and adaptability of the Canadian economy in order, *inter alia*, (a) to expand opportunities for Canadian participation in world markets, (b) to ensure that small and medium-sized enterprises have an equitable opportunity to participate in the Canadian economy, and (c) to provide consumers with competitive prices and product choices.

122. In deciding whether conduct, a transaction or a situation serves the public interest, the Board in effect also follow a so-called "balance sheet" approach which recognises that the various interests that are identified in a given case will not necessarily coincide, in which case they are weighted according to their relative importance and then balanced.[91] Most of the factors referred to in the immediately preceding paragraphs have on different occasions been taken into account by the Board. The Board's 1981 *Guidelines on Acquisitions of Control* more specifically list greater efficiency, technological progress, improved employment opportunities and a positive impact on the country's balance of payment position as factors that serve the public interest.

123. Although the Board and the Minister both have to measure the conduct of parties or a particular transaction against the public interest criterion in deciding whether the rules governing competition have been breached, this does not mean that their respective perceptions of that concept, and hence their findings in a particular case, will necessarily coincide.[92]

APPLICATION OF THE PRINCIPLES

Introduction

124. When giving notice of an investigation in terms of s10 of the Act the Board must have reason to believe that (a) a restrictive practice exists or may come into existence, (b) an acquisition has been or is proposed to be made, or (c) a monopoly situation exists or may come into existence. The purpose of an investigation is accordingly either to confirm the Board's *prima facie* impressions and to place them in a position to recommend

remedial action, or to allay their initial concerns. To this end all interested parties are invited to produce evidence and arguments which could have a bearing on the matter. The Board will usually not be in a position to make categorical pronouncements on the relevant issues at the initial stage of an investigation, but will, where this appears necessary, convey their impressions regarding involvement in a perceived restrictive practice, acquisition or monopoly situation to the parties concerned once sufficient clarity has been obtained. Parties will then be afforded the chance to respond before the Board finalises their report.

125. A feature of the Anglo and De Beers submissions was the great store placed on company law principles and the rights acquired in terms of those principles. In fact it is almost as if they implicitly sought to afford these principles the status of a *grundnorm* to which other branches of the law, including the rules governing competition, were or ought to be subservient.

126. To obviate any misunderstanding that may still exist in this regard, it must be pointed out that the principles of company law cannot be relied upon to subvert the rules governing competition. Actions that may be legitimate under company law could nevertheless be unacceptable in terms of the Maintenance and Promotion of Competition Act 1979. Consider in this regard the Securities Regulation Panel's *Code on Takeovers and Mergers,* which was issued in terms of s 440C of the Companies Act 1973, which states in the Explanatory Note to the Code that "The rules governing competition could, in their own right, have a bearing on affected transactions".

Even more emphatic is section 14 (1) (c) of the Act which empowers the Minister to declare a restrictive practice, acquisition or monopoly situation unlawful and to require any person concerned in such restrictive practice or monopoly situation, or who was a party to such acquisition, (a) to dissolve any body corporate or unincorporate, (b) to sever any connection or any form of association between two or more persons, including such bodies, (c) to terminate the membership of a member of any body corporate, or (d) to prohibit the exercising of any right to vote attached to the holding of any share in such body.

127. To aver in the circumstances that, regardless of their impact on competition, the actions which a minority shareholder may take in a company law context are immune from the Board's or the Minister's scrutiny, is to misconstrue the parameters of a minority shareholder's rights.

Appointments to GFSA directorate

128. The action taken at GFSA's postponed annual general meeting held on 15 January 1991 which saw Mr E. P. Gush voted off the GFSA board of directors, vindicated Anglo and De Beers' contention that they and their subsidiary and associated companies did not have any right or power to appoint one or more of GFSA's directors. This being the case, it is only their shareholding in GFSA that has to be appraised.

Restrictive practice

129. Information provided by GFSA shows that for the period 1980 to 1989 the percentage attendance of shareholders at meetings varied from a low of 42 per cent to a high of 71 per cent. The average attendance during this time was 54 per cent. One may therefore conclude that at any time during the aforesaid period a maximum shareholding of 18 per cent was all that was required to block a special resolution. Immediately prior to 1 June 1989 Anglo and De Beers and their subsidiary and associated companies held more than 18 per cent of the shares in GFSA.

130. The Board accept that the holding of shares by one company in a competitor's business, albeit of a sufficient extent to block a special resolution, does not per se constitute a restrictive practice. However, the exercising of such veto power could well give rise to such a practice in the appropriate circumstances.

131. No evidence was forthcoming which suggested that Anglo and De Beers had ever exercised or threatened to use their voting rights in GFSA in a manner that restricted or would restrict competition between them. While the Board do not preclude the *possibility* that they could attempt to do so in the future, the evidence does not support a finding that they would *probably* act in this way. The Board therefore conclude that the purchase of shares in GFSA by Anglo and De Beers or their subsidiary and associated companies since 1 June 1989 does not constitute a restrictive practice.

Acquisition

132. During the proceedings that were triggered by Minorco's bid for Consgold, Britain's Monopolies and Mergers Commission[93] and the European Commission[94] left no doubt that Anglo and De Beers must be considered jointly in regard to their holdings in other companies. Bearing in mind that (a) each of the two companies has a shareholding in excess of 30 per cent in the other, (b) the two companies have the same chairman, a common deputy chairman, four other persons who serve on the boards of both companies and two alternate directors of Anglo who serve on the De Beers board, and (c) the two companies each hold 50 per cent of the shares in Isatin Investment Holdings (Pty) Ltd, the Board have no hesitation in accepting that for the purposes of this investigation Anglo, De Beers, Isatin and Amgold can jointly be regarded as the holder of an interest in GFSA.

133. Furthermore, the Board are of the opinion that the extent of the aforesaid companies' combined interest constitutes a "controlling interest" as prescribed in the definition of "acquisition". However, the Board do not believe that the holding of such a "controlling interest" in GFSA by the companies concerned per se restricts competition between them and GFSA. In the absence of evidence supporting a contrary viewpoint, the Board accordingly find that the purchase of shares in GFSA by Anglo and De Beers or their subsidiary and associated companies since 1 June 1989 did not result in an acquisition.

Monopoly situation

134. GFSA is a company that is determined not to be dominated or controlled by Anglo and De Beers. This makes it unlikely that they will co-operate with Anglo and De Beers to jointly control a particular class of business. There is certainly no evidence to the contrary. One may therefore accept that the existing extent of Anglo and De Beers' shareholding in GFSA does not suffice to support a finding that there is a "substantial economic connection" between them giving rise to the control of a particular class of business. The purchase of shares in GFSA by Anglo and De Beers or their subsidiary and associated companies since 1 June 1989 accordingly did not result in the creation of a monopoly situation involving all these companies.

RECOMMENDATION

135. Since the particular facts encountered in this investigation neither constitute a restrictive practice or an acquisition nor give rise to a monopoly situation, no further action needs to be taken by the Board or the Minister.

POST SCRIPT

136. This investigation involved a company in which two of the country's major conglomerates, the Rembrandt Group and the Anglo Group, each have a substantial stake. Although the allegations of anticompetitive behaviour have been addressed, the Board believe the time is opportune for them and, indeed, all interested parties to focus on the wider implications of the case, namely the substantial network of formal relationships that exist between the major conglomerates in South Africa.

137. The concern over the extent of corporate conglomeration is wide-spread and covers all shades of political opinion. There are, of course, those who, perhaps having lost touch with the views and aspirations of the citizens of this country, are quite happy to maintain the *status quo*. Others, possibly on account of their being part and parcel of a conglomerate structure, make thinly-veiled attempts to divert attention from the issue.[95] In contradistinction, there have been unequivocal calls for the "dismemberment of the conglomerates".

138. The Board accept as a point of departure that some measure of corporate conglomeration or diversification is not only tolerable but desirable. However, the indications are that both from an economic and a political[96] perspective the degree of economic concentration in this country is probably too high. The search for a solution must be conducted in a responsible manner and take due cognisance of the peculiarities and economic imperatives of our situation. In particular idealism should be temperered with pragmatism. After all, it is in nobody's interest to throw the baby out with the bathwater.

139. The captains of industry should be in the vanguard of reform. They have the experience and innovativeness (and, hopefully, also the courage) to identify those activities and entities within their groups which can survive and prosper on their own. Press reports indicate that this is already being done in some groups, but the process needs to be extended and should include the identification of barriers to entry and inefficiencies that are caused by excessive conglomeration. At the same time one must recognise that it will be more difficult to achieve the desired results during an economic phase that militates against corporate centrifugalism.

140. It will serve no purpose to treat the symptons and ignore the root causes of the problem. Government policies which in the past may have contributed to economic concentration will need to be reappraised and, where necessary, rescinded.

141. If, as a result of a lack of action or resolve, there should be no discernible improvement in the situation in the short term, it is conceivable that a few years hence more dramatic steps akin to those introduced by the Supreme Commander for the Allied Powers in Japan after the Second World War, which included the Elimination of Excessive Concentration of Economic Power Act of December 1947,[97] are likely to be implemented.

142. The disentanglement of corporate competitors is just as important as and probably less traumatic to effect than the trimming of the conglomerates. One of the pertinent issues in this regard is that of interlocking directorates. Effective competition is continuously under actual or potential threat while a director from one company is able to sit on the board of another company with which it competes in a particular market, especially where the person concerned is a nominee of the rival company. The argument that nothing untoward will happen because directors are bound in terms of their fiduciary duties to act at all times in the best interests of the respective companies is really not entirely convincing. Persons who find themselves in this position should therefore do some serious soul-searching if they recognise the significance of the competitive process in a market driven economy.

143. In this investigation the Board indicated that the rules governing competition could be utilised to remove a director of one company from the board of a rival company where it is shown that this had lead to a restriction of competition between the two. Unfortunately, the procedural and evidentiary aspects of this remedy and the reactive nature thereof will often undermine its efficacy, which is why the Americans, on the basis of prevention is better than cure, saw fit to enact section 8 of the Clayton Act which outlaws interlocking directorates between certain categories of companies[98] and why voices are being raised for the introduction of equivalent provisions in Australia.[99]

144. If the general sentiment among company directors is that it would be "reasonable enough" to allow Anglo and De Beers to be privy to a discussion between the directors of GFSA on, say, a merger with Genmin,[100] or if, as Louis Brandeis has put it,[101] the practice of interlocking directors has helped to create a financial power so great that even the best men find themselves unduly influenced by it, then the "strict ethic" which Goldstone JA believes should be enforced in this area of the law is in jeopardy, and would warrant remedial action. Any envisaged changes to the present situation would, of course, have to be preceded by public debate on the issue.

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71. Commerce Act 1986 s 27.
72. Trade Practices Act 1974 ss 45, 45D, 47, 49.
73. See eg the New Zealand Commerce Act 1986 s 66 *et seq*; Australian Trade Practices Act 1974 s 50; German Gesetz Gegen Wettbewerbsbeschrankungen art 24 (1); *US v Philadelphia National Bank* 374 US 321, 363; *US v General Dynamics Corp* 415 US 486, 497; and Council Regulation (EEC) 4064/89 of 21 December 1989 on the control of concentrations between undertakings in the European Community which was foreshadowed by the European Court of Justice in *Europemballage and Continental Can v Commission* 1973 ECR 215, 244–245.
74. Canadian Competition Act 1986 s 65 (f).
75. Hovenkamp 306.
76. Naudé 271.
77. Blair & Kaserman chapter 2; Hovenkamp 19; Shepherd 34, 105; Waldman 4.
78. *US v Grinnell Corp* 384 US 563, 578; *US v United Shoe Machinery Corp* 110 F Supp 295 affirmied per curiam 347 US 521.
79. Hovenkamp 137. For a review of all the leading cases on the subject see Waldman 40.
80. See eg article 86 of the Treaty of Rome; New Zealand Commerce Act 1986 s 36; Canadian Competition Act 1986 s 50; Australian Trade Practices Act 1974 s 46.
81. *Cape Town Municipality v Clarensville (Pty) Ltd* 1974 (2) SA 138 (C) 148D.
82. 1958 (2) SA 368 (R) 370.
83. See pars 9 and 10 *supra.*
84. See eg the European Court of Justice's decisions in *Europemballage Corp and Continental Can Co Inc v EC Commission* 1973 ECR 215, 1973 CMLR 199; *Istituto Chemioterapico Italiano SpA and Commercial Solvents Corp v EC Commission* 1974 ECR 223, 1974 1 CMLR 309; *United Brands Co and United Brands Continental BV v EC Commission* 1978 ECR 207, 1978 1 CMLR 429; *Hoffmann-La Roche & Co AG v EC Commission* 1979 ECR 461, 1979 3 CMLR 211; *Hugin Kassaregister AB and Hugin Cash Registers Ltd v EC Commission* 1979 ECR 1869, 1979 3 CMLR 345.

85. See, inter alia, *In re Continental Can* 1972 CMLR D11, D27; *Hoffman-La Roche supra* at 524/277; *United Brands supra* at 277/486; New Zealand Commerce Act 1986 s 3 (8); Australian Trade Practices Act 1974 s 46.
86. See section 14 which provides for similar approach by the Minister.
87. See, inter alia, Britain's Fair Trading Act 1973 s 84 and Restrictive Trade Practices Act 1976 ss 10 and 19; Australia's Trade Practices Act 1974 ss 50 and 50A; New Zealand's Commerce Act 1986 ss 61 (6) and 66 (8). Even the American "rule of reason" test for anticompetitive behaviour permits the assessing of such behaviour in conjunction with the social benefits that may ensue from it: *Chicago Board of Trade v United States* 246 US 231, 238.
88. *In re Rural Traders Co-operative (WA) Ltd and Others* 1979 ATPR § 40–110.
89. 1976 ATPR § 40-012.
90. Healey *Australian Trade Practices Law* (1988) 252.
91. See paragraph 50 of Report No 27: *Investigation into Allegations of Restrictive Practices by or Involving Pharmaceutical Wholesalers and Retail Pharmacies* published under Government Notice No 684 in *Government Gazette* No 13422 of 26 July 1991. For a more comprehensive exposition see Alberts "Die betekenis van die openbare belang by die regulering van mededinging" (1990) 2 *SA Mercantile Law Journal* 285.
92. See in this regard the Board's recommendations concerning restrictive practices in the liquor industry (Report No 10 31 March 1982) and the Government's eventual decision on the matter: Rees "Monopolies and the public interest" 1983 *Leadership SA* 133.
93. *Minorco and Consolidated Gold Fields PLC: A Report on the Merger Situation.* Cm 587 par 2.3.
94. Re Case No IV/32.95 *Consolidated Gold Fields/Minorco* par 5.
95. *Financial Mail* 2 August 1991 at 62.
96. In this regard it may be mentioned that in enacting antitrust legislation such as the Sherman Act and Clayton Act, the American Congress was convinced that a competitive economy would best promote a democratic society. Senator Sherman himself accurately articulated the feelings of the American people when he said they would neither endure a king or emperor, nor submit to "an autocrat of trade": Seplaki *Antitrust and the Economics of the Market: Text, Readings, Cases* (1982) 12.
97. Iyori & Uesugi *The Antimonopoly Laws of Japan* (1983) 9.
98. See in general the American Bar Association's *Antitrust Law Developments (Second)* (1984) 210.
99. Carrol "Trade practice implications of director interlocks" (1990) 18 *Australian Business Law Review* 395; Carrol, Stening & Stening "Interlocking directorships and the law in Australia" 1990 *Company and Securities Law Journal* 290.
100. *Financial Mail* 17 August 1990 at 89.
101. *Annals of the American Academy of Political and Social Science* January 1915 at 45, reproduced in Hahlo's *South African Company Law Through the Cases* 432.

(15 November 1991)

KENNISGEWING 1103 VAN 1991

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN LANDBOU-ONTWIKKELING

KENNISGEWING VAN VERGADERING VAN SKULDEISERS KRAGTENS ARTIKEL 22 (1) VAN DIE WET OP LANDBOUKREDIET, 1966

Hierby word 'n vergadering van ondergenoemde applikante en hulle skuldeisers op die plek en datum hieronder genoem, belê, met die doel om skuldeisers in staat te stel om hul vorderings teen die applikante te bewys en 'n skikkingsvoorstel van die Landboukrediet-raad te oorweeg.

J. H. SMIT,
Direkteur: Direktoraat Finansiële Bystand,
Departement van Landbou-ontwikkeling.

NOTICE 1103 OF 1991

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF AGRICULTURAL DEVELOPMENT

NOTICE OF MEETING OF CREDITORS IN TERMS OF SECTION 22 (1) OF THE AGRICULTURAL CREDIT ACT, 1966

A meeting of the undermentioned applicants and their creditors is hereby convened at the place and date mentioned hereunder for the purpose of enabling creditors to prove their claims against the applicants and of considering a proposal for a compromise by the Agricultural Credit Board.

J. H. SMIT,
Director: Directorate Financial Assistance,
Department of Agricultural Development.

Aansoek van Application by	Plek van byeenkoms Place of meeting	Datum en tyd Date and time
Coenraad Petrus Groenewald (Id. 360612 5013 004) en Jacobus Stephanus Strydom (Id. 460109 5035 086), van die plaas/of the farm Rietgat en Cyferfontein, Posbus/P.O. Box 56, Coligny, 2725	Kantoor van die Landdros/Magistrate's Office, Coligny	17 Desember/December 1991 om/at 10:00.

KENNISGEWING 1104 VAN 1991

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN LANDBOU-ONTWIKKELING

KENNISGEWING VAN VERGADERING VAN SKULDEISERS KRAGTENS ARTIKEL 22 (1) VAN DIE WET OP LANDBOUKREDIET, 1966

Hierby word 'n vergadering van ondergenoemde applikant en sy skuldeisers op die plek en datum hieronder genoem, belê, met die doel om skuldeisers in staat te stel om hul vorderings teen die applikant te bewys en 'n skikkingsvoorstel van die Landboukredietraad te oorweeg.

J. H. SMIT,
Direkteur: Direktoraat Finansiële Bystand,
Departement van Landbou-ontwikkeling.

NOTICE 1104 OF 1991

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF AGRICULTURAL DEVELOPMENT

NOTICE OF MEETING OF CREDITORS IN TERMS OF SECTION 22 (1) OF THE AGRICULTURAL CREDIT ACT, 1966

A meeting of the undermentioned applicant and his creditors is hereby convened at the place and date mentioned hereunder for the purpose of enabling creditors to prove their claims against the applicant and of considering a proposal for a compromise by the Agricultural Credit Board.

J. H. SMIT,
Director: Directorate Financial Assistance,
Department of Agricultural Development.

Aansoek van Application by	Plek van byeenkoms Place of meeting	Datum en tyd Date and time
Hendrik Johannes Janse van Vuuren (Id. 520423 5016 089), van die plaas/of the farm Doornfontein, Posbus/P.O. Box 277, Marble Hall, 0450.	Kantoor van die Landdros/Magistrate's Office, Nylstroom.	20 Desember/December 1991 om/at 09:00.

(15 November 1991)

KENNISGEWING 1105 VAN 1991

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN LANDBOU-ONTWIKKELING

KENNISGEWING VAN VERGADERING VAN SKULDEISERS KRAGTENS ARTIKEL 22 (1) VAN DIE WET OP LANDBOUKREDIET, 1966

Hierby word 'n vergadering van ondergenoemde applikant en sy skuldeisers op die plek en datum hieronder genoem, belê, met die doel om skuldeisers in staat te stel om hul vorderings teen die applikant te bewys en 'n skikkingsvoorstel van die Landboukredietraad te oorweeg.

J. H. SMIT,
Direkteur: Direktoraat Finansiële Bystand,
Departement van Landbou-ontwikkeling.

NOTICE 1105 OF 1991

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF AGRICULTURAL DEVELOPMENT

NOTICE OF MEETING OF CREDITORS IN TERMS OF SECTION 22 (1) OF THE AGRICULTURAL CREDIT ACT, 1966

A meeting of the undermentioned applicant and his creditors is hereby convened at the place and date mentioned hereunder for the purpose of enabling creditors to prove their claims against the applicant and of considering a proposal for a compromise by the Agricultural Credit Board.

J. H. SMIT,
Director: Directorate Financial Assistance,
Department of Agricultural Development.

Aansoek van Application by	Plek van byeenkoms Place of meeting	Datum en tyd Date and time
Daniël Adriaan Olivier (Id. 230126 5008 003), van die plaas/of the farm Jachtkraal, Posbus/P.O. Box 58, Delareyville, 2770.	Kantoor van die Landdros/Magistrate's Office, Delareyville.	18 Desember/December 1991 om/at 10:00.

(15 November 1991)

KENNISGEWING 1106 VAN 1991

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN LANDBOU-ONTWIKKELING

KENNISGEWING VAN VERGADERING VAN SKULDEISERS KRAGTENS ARTIKEL 22 (1) VAN DIE WET OP LANDBOUKREDIET, 1966

Hierby word 'n vergadering van ondergenoemde applikant en sy skuldeisers op die plek en datum hieronder genoem, belê, met die doel om skuldeisers in staat te stel om hul vorderings teen die applikant te bewys en 'n skikkingsvoorstel van die Landboukredietraad te oorweeg.

J. H. SMIT,
Direkteur: Direktoraat Finansiële Bystand,
Departement van Landbou-ontwikkeling.

NOTICE 1106 OF 1991

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF AGRICULTURAL DEVELOPMENT

NOTICE OF MEETING OF CREDITORS IN TERMS OF SECTION 22 (1) OF THE AGRICULTURAL CREDIT ACT, 1966

A meeting of the undermentioned applicant and his creditors is hereby convened at the place and date mentioned hereunder for the purpose of enabling creditors to prove their claims against the applicant and of considering a proposal for a compromise by the Agricultural Credit Board.

J. H. SMIT,
Director: Directorate Financial Assistance,
Department of Agricultural Development.

Aansoek van Application by	Plek van byeenkoms Place of meeting	Datum en tyd Date and time
George Roland Gerhardt (Identiteitsnommer/ Identity number 460718 5059 001), van die plaas/of the farm Daantjieslaagte, Posbus/P.O. Box 45, Alldays, 0909	Kantoor van die Landdros/Magistrate's Office, Potgietersrus	17 Desember/December 1991 om/at 08:30.

(15 November 1991)

KENNISGEWING 1107 VAN 1991

KANTOOR VAN DIE KOMMISSARIS VAN BINNELANDSE INKOMSTE

GEWETENSGELD

Hierby word die ontvangs erken van die volgende bedrag wat anoniem aan die Ontvanger van Inkomste, Vereeniging, gestuur is.

Datum van ontvangs	*Bedrag*
2 September 1991	R86,00

(15 November 1991)

NOTICE 1107 OF 1991

OFFICE OF THE COMMISSIONER FOR INLAND REVENUE

CONSCIENCE MONEY

The receipt of the following amount, sent anonymously to the Receiver of Revenue, Vereeniging, is hereby acknowledged.

Date of receipt	*Amount*
2 September 1991	R86,00

(15 November 1991)

KENNISGEWING 1108 VAN 1991

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN LANDBOU-ONTWIKKELING

VERBETERINGSKENNISGEWING

KENNISGEWING VAN VERGADERING VAN SKULDEISERS KRAGTENS ARTIKEL 22 (1) VAN DIE WET OP LANDBOUKREDIET, 1966

Algemene Kennisgewing 1022, gepubliseer in *Staatskoerant* No. 13597 van 1 November 1991, word hierby reggestel deur die volgende wysigings in kolom een van die Tabel aan te bring:

Vervang die uitdrukkings **"Dennis Neville Atkins"** en **"Salomina Frederika Atkins"** deur die uitdrukkings **"Dennis Neville Atkinson"** en **"Salomina Frederika Atkinson".**

(15 November 1991)

NOTICE 1108 OF 1991

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF AGRICULTURAL DEVELOPMENT

CORRECTION NOTICE

NOTICE OF MEETING OF CREDITORS IN TERMS OF SECTION 22 (1) OF THE AGRICULTURAL CREDIT ACT, 1966

General Notice 1022, published in *Government Gazette* No. 13597 of 1 November 1991, is hereby rectified by making the following amendments to column one of the Table:

Substitute the expressions **"Dennis Neville Atkinson"** and **"Salomina Frederika Atkinson"** for the expressions **"Dennis Neville Atkins"** and **"Salomina Frederika Atkins".**

(15 November 1991)

RAADSKENNISGEWINGS

RAADSKENNISGEWING 133 VAN 1991

WYSIGING VAN INDELING VAN PLAASLIKE OWERHEDE VOLGENS GRADE INGEVOLGE DIE WET OP DIE BESOLDIGING VAN STADSKLERKE, 1984

Ek, Jacobus Venter, waarnemende Sekretaris van die Raad op die Besoldiging en Diensvoordele van Stadsklerke handelende kragtens magtiging deur die gemelde Raad aan my verleen ingevolge artikel 8 (2) van die Wet op die Besoldiging van Stadsklerke, 1984 (Wet 115 van 1984), wysig hierby die Bylaes by Goewermentskennisgewing R. 1153 van 29 Mei 1987 soos volg:

BYLAE A

(i) Met ingang van 1 Julie 1989:

1. Deur—

(a) die woord "Tongaat" waar dit in die kolom vir Natal onder Graad 8 voorkom, te skrap; en

(b) die woord "Tongaat" na die woord "Pinetown" in die kolom vir Natal onder Graad 9 in te voeg.

BYLAE C

(ii) Met ingang van 1 Julie 1991:

1. Deur—

(a) die woorde "Boikhutso Lichtenburg" waar dit onder Graad 2 voorkom, te skrap; en

(b) die woorde "Boikhutso Lichtenburg" na die woorde "Steadville Ladysmith" onder Graad 3 in te voeg.

J. VENTER,
Waarnemende Sekretaris.
(15 November 1991)

RAADSKENNISGEWING 135 VAN 1991

SUID-AFRIKAANSE RAAD VIR MAATSKAPLIKE WERK

WET OP MAATSKAPLIKE WERK, 1978

REËLS BETREFFENDE DIE KWALIFIKASIES VIR REGISTRASIE AS MAATSKAPLIKE HULPWERKER

Die Suid-Afrikaanse Raad vir Maatskaplike Werk het kragtens artikel 18 (2) van die Wet op Maatskaplike Werk, 1978 (Wet 110 van 1978), die reëls in die Bylae hiervan uitgevaardig.

H. L. RODE,
Registrateur: Suid-Afrikaanse Raad vir Maatskaplike Werk.

BYLAE

WOORDOMSKRYWING

1. In hierdie reëls beteken "die Wet" die Wet op Maatskaplike Werk, 1978 (Wet 110 van 1978), en het enige uitdrukking waaraan 'n betekenis in die Wet geheg is, daardie betekenis, en tensy uit die samehang anders blyk, beteken—

"kwalifikasie" 'n graad, diploma of sertifikaat toegeken na eksaminering van iemand in 'n bepaalde kursus;

BOARD NOTICES

BOARD NOTICE 133 OF 1991

AMENDMENT OF CLASSIFICATION OF LOCAL AUTHORITIES ACCORDING TO GRADES IN TERMS OF THE REMUNERATION OF TOWN CLERK ACT, 1984

I, Jacobus Venter, acting Secretary to the Board on Remuneration and Service Benefits of Town Clerks acting herein by virtue of authority granted to me by the said Board in terms of section 8 (2) of the Remuneration of Town Clerks Act, 1984 (Act 115 of 1984), hereby amend the Annexures to Government Notice No. R. 1153 of 29 May 1987 as follows:

ANNEXURE A

(i) Effective from 1 July 1989:

1. By—

(a) the deletion of the word "Tongaat" where it appears in the column for Natal and Grade 8; and

(b) the insertion of the word "Tongaat" in the column for Natal under Grade 9 after the word "Pinetown".

ANNEXURE C

(ii) Effective from 1 July 1991:

1. By—

(a) the deletion of the words "Boikhutso Lichtenburg" where they appear under Grade 2; and

(b) the insertion of the words "Boikhutso Lictenburg" after the words "Steadville Ladysmith" under Grade 3.

J. VENTER,
Acting Secretary.
(15 November 1991)

BOARD NOTICE 135 OF 1991

SOUTH AFRICAN COUNCIL FOR SOCIAL WORK

SOCIAL WORK ACT, 1978

RULES RELATING TO THE QUALIFICATIONS FOR REGISTRATION AS A SOCIAL AUXILIARY WORKER

In terms of section 18 (2) of the Social Work Act, 1978 (Act 110 of 1978), the South African Council for Social Work hereby makes the rules set out in the Schedule hereto.

H. L. RODE,
Registrar: South African Council for Social Work.

SCHEDULE

DEFINITIONS

1. In these rules "the Act" shall mean the Social Work Act, 1978 (Act 110 of 1978), and any expression to which a meaning has been assigned in the Act shall bear that meaning and unless the context otherwise indicates—

"qualification" shall mean a degree, diploma or certificate awarded after a person has been examined in a particular course;

"opleidingsinrigting" 'n universiteit, kollege of ander inrigting waar 'n kwalifikasie verwerf of 'n studiekursus aangebied word wat voldoen aan die vereistes van voorgeskrewe kwalifikasies soos beoog in artikel 18 (1) van die Wet.

KWALIFIKASIES VIR REGISTRASIE

2. (1) Die volgende kwalifikasies word vir die doeleindes van artikel 18 (1) van die Wet voorgeskryf:

(a) Minstens 'n st. 8 sertifikaat of 'n sertifikaat wat deur die Raad as gelykstaande met of hoër as sodanige sertifikaat beskou word; en

(b) 'n sertifikaat in Maatskaplike Hulpwerk wat deur die raad toegeken word na suksesvolle eksaminering van 'n persoon na voltooiing van die studiekursus in Maatskaplike Hulpwerk bestaande uit die volgende vakke: Maatskaplike Hulpwerk plus een of meer van óf Individuele Maatskaplike Sorg, óf Maatskaplike Groepsorg, óf Gemeenskapsorg; of

(c) 'n kwalifikasie verwerf na voltooiing van 'n studiekursus aan 'n opleidingsinrigting wat die raad, na sodanige ondersoek en navraag wat hy nodig ag, beskou as gelykstaande met of hoër as die kwalifikasie in paragraaf (b) bedoel.

(2) Subreël (1) is nie van toepassing nie op 'n persoon wat op die datum van die inwerkingtreding van hierdie reëls as maatskaplike hulpwerker, hoe ookal na die persoon verwys is, werksaam was, in welke geval die raad so 'n persoon, op grond van dokumentêre bewys wat vir die raad aanvaarbaar is dat hy aldus werksaam was, as maatskaplike hulpwerker kan registreer.

(15 November 1991)

RAADSKENNISGEWING 136 VAN 1991

SUID-AFRIKAANSE RAAD VIR MAATSKAPLIKE WERK

WET OP MAATSKAPLIKE WERK, 1978

REËLS BETREFFENDE DIE GEDRAGSLYN WAT MAATSKAPLIKE HULPWERKERS BY DIE UITOEFENING VAN HULLE BEROEP MOET NAVOLG

Die Suid-Afrikaanse Raad vir Maatskaplike Werk het kragtens artikel 27 (1A) (a) van die Wet op Maatskaplike Werk, 1978 (Wet 110 van 1978), die reëls in die Bylae hiervan uitgevaardig.

H. L. RODE,

Registrateur: Suid-Afrikaanse Raad vir Maatskaplike Werk.

BYLAE

Die reëls betreffende die gedragslyn wat maatskaplike werkers by die uitoefening van hulle professie moet navolg soos afgekondig by Algemene Kennisgewing 292 van 25 April 1986, is *mutatis mutandis* van toepassing op maatskaplike hulpwerkers.

(15 November 1991)

"training institution" shall mean a university, college or other institution where a qualification can be obtained or a study course is offered which complies with the requirements of prescribed qualifications as intended in section 18 (1) of the Act.

QUALIFICATIONS FOR REGISTRATION

2. (1) The following qualifications are prescribed for the purposes of section 18 (1) of the Act:

(a) At least a Std 8 certificate or a certificate which the council regards as equal or higher than such certificate; and

(b) a certificate in Social Auxiliary Work which the council awards to a person who, after the successful examination of a person on completion of the study course in Social Auxiliary Work which consists of the following subjects: Social Auxiliary Work plus one or more of either Individual Social Care, or Social Group Care, or Community Care; or

(c) a qualification obtained after completion of a study course at a training institution which the council, after such investigation and inquiry as it may deem fit, regards as equal to or higher than the qualification referred to in paragraph (b).

(2) Subrule (1) is not applicable to a person who was employed as a social auxiliary worker, in whatever way the person may have been referred to, on the date of the commencement of these rules, in which case the council may register such a person as a social auxiliary worker on the basis of documentary proof, acceptable to the council, that he was so employed.

(15 November 1991)

BOARD NOTICE 136 OF 1991

SOUTH AFRICAN COUNCIL FOR SOCIAL WORK

SOCIAL WORK ACT, 1978

RULES RELATING TO THE COURSE OF CONDUCT TO BE FOLLOWED BY SOCIAL AUXILIARY WORKERS IN THE PRACTISING OF THEIR PROFESSION

In terms of section 27 (1A) (a) of the Social Work Act, 1978 (Act 110 of 1978), the South African Council for Social Work hereby makes the rules set out in the Schedule hereto.

H. L. RODE,

Registrar: South African Council for Social Work.

SCHEDULE

The rules relating to the course of conduct to be followed by social workers in the practising of their profession as promulgated by General Notice 292 of 25 April 1986, shall *mutatis mutandis* be applicable to social auxiliary workers.

(15 November 1991)

RAADSKENNISGEWING 137 VAN 1991

TRANSVAALSE PROVINSIALE ADMINISTRASIE: TAK GESONDHEIDSDIENSTE

WET OP GEESTESGESONDHEID, 1973 (WET No. 18 VAN 1973)

AANSTELLING/HOSPITAALRAAD, STERKFONTEIN HOSPITAAL, KRUGERSDORP

Kragtens artikel 47 van die Wet op Geestesgesondheid, 1973 (Wet No. 18 van 1973), het die Administrateur van die provinsie Transvaal die volgende persone as lede van die Hospitaalraad, Sterkfontein Hospitaal, Krugersdorp, vir 'n tydperk van drie jaar met ingang van 30 September 1991 tot 29 September 1994 aangestel:

Mnr. W. J. Cuyler (Voorsitter).

Mnr. P. P. Kruger.

Ds. M. E. Hlaka.

Mnr. N. E. Thomas.

Dr. J. J. Grobbelaar.

(15 November 1991)

BOARD NOTICE 137 OF 1991

TRANSVAAL PROVINCIAL ADMINISTRATION: BRANCH HEALTH SERVICES

MENTAL HEALTH ACT, 1973 (ACT No. 18 OF 1973)

APPOINTMENT—HOSPITAL BOARD, STERKFONTEIN HOSPITAL, KRUGERSDORP

Under section 47 of the Mental Health Act, 1973 (Act No. 18 of 1973), the Administrator of the Province of the Transvaal has appointed the following persons as members of the Hospital Board, Sterkfontein Hospital, Krugersdorp, for a period of three years with effect from 30 September 1991 until 29 September 1994:

Mr W. J. Cuyler (Chairman).

Mr P. P. Kruger.

Rev. M. E. Hlaka.

Mr N. E. Thomas.

Dr J. J. Grobbelaar.

(15 November 1991)

DIE STAATSDRUKKER

NUWE PUBLIKASIES ONTVANG GEDURENDE SEPTEMBER/OKTOBER 1991

(B.T.W. is ingesluit in alle plaaslike pryse)

RP-VERSLAE

RP 21 en 22/1991—(Finale druk): Provinsie Natal. Begroting van Inkomste en Begroting van Uitgawes vir die boekjaar wat op 31 Maart 1992 eindig. ISBN 0-86967-196-0. Plaaslik **R31,81**; buitelands **R35,50.**

RP 27 en 28/1991—(Tweede en laaste druk): Provinsie Transvaal. Begroting van Inkomste en Begroting van Uitgawes vir die boekjaar wat op 31 Maart 1992 eindig. Plaaslik **R22,00**; buitelands **R25,00.**

RP 91/1991—Verslag van die Ouditeur-generaal oor die Rekenings van die Mielieraad vir die boekjaar 1 Mei 1988 tot 30 April 1989. ISBN 0-621-13806-1. Plaaslik **R2,55**; buitelands **R3,20.**

RP 96/1991—Verslag van die Ouditeur-generaal oor die Rekenings van die Suid-Afrikaanse Vervoerdienste vir die boekjaar 1989–90. ISBN 0-621-13811-8. Plaaslik **R17,93**; buitelands **R20,40.**

RP 99/1991—Verslag van die Ouditeur-generaal oor die Rekenings van die Sentraal Witwatersrand-streekdiensteraad vir die boekjaar 1 Julie 1989 tot 30 Junie 1990. ISBN 0-621-13837-1. Plaaslik **R1,90**; buitelands **R2,35.**

RP 100/1991—Verslag van die Ouditeur-generaal oor die Rekenings van die Walvisbaai-streekdiensteraad vir die boekjaar 1988–89. ISBN 0-621-14103-8. Plaaslik **R1,15**; buitelands **R1,30.**

RP 101/1991—Verslag van die Ouditeur-generaal oor die Rekenings van die Rooibosteeraad vir die boekjaar 1 Januarie 1989 tot 31 Desember 1989. ISBN 0-621-14104-6. Plaaslik **R1,92**; buitelands **R2,20.**

RP 103/1991—Verslag van die Ouditeur-generaal oor die Rekenings van die Oosvaal-streekdiensteraad vir die boekjaar 1989–90. ISBN 0-621-14121-6. Plaaslik **R1,65**; buitelands **R2,10.**

RP 104/1991—Verslag van die Ouditeur-generaal oor die Rekenings van die Eierraad vir die boekjaar 1 Julie 1989 tot 30 Junie 1990. ISBN 0-621-14131-3. Plaaslik **R2,20**; buitelands **R2,75.**

STATISTIESE VERSLAG

Verslag No. 00-05-01 (1990): 'n Oorsig van die Rekenings van Maatskappye 1989–90 en 1988–89. ISBN 0-621-13785-5. Plaaslik **R6,60**; buitelands **R7,50.**

DIVERSE PUBLIKASIES

Departement van Nasionale Opvoeding. Die Nuwe Chemiewoordeboek Deel 1. ISBN 0-621-13566-6. Plaaslik **R26,18**; buitelands **R29,80.**

Departement van Nasionale Opvoeding. Die Nuwe Chemiewoordeboek Deel 2. ISBN 0-621-13566-6. Plaaslik **R26,18**; buitelands **R29,80.**

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Patentjoernaal (insluitende Handelsmerke, Modelle en Outeursreg in Rolprente). Vol. 24, September 1991, No. 9. ISSN 0031-286X. Plaaslik **R1,10**; buitelands **R1,25.**

Gebinde dele van die *Staatskoerant* vir Mei 1991 (Deel A + B + C). Plaaslik **R41,80**; buitelands **R47,50** (per deel).

THE GOVERNMENT PRINTER

NEW PUBLICATIONS RECEIVED DURING SEPTEMBER/OCTOBER 1991

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RP REPORTS

RP 21 and 22/1991—(Final print): Province of Natal. Estimate of Revenue and Estimate of Expenditure for the financial year ending 31 March 1992. ISBN 0-86967-196-0. Local **R31,81**; other countries **R35,50.**

RP 27 and 28/1991—(Second and final print): Province of Transvaal. Estimate of Revenue and Estimate of Expenditure for the financial year ending 31 March 1992. Local **R22,00**; other countries **R25,00.**

RP 91/1991—Report of the Auditor-General on the Accounts of the Maize Board for the financial year 1 May 1988 to 30 April 1989. ISBN 0-621-13806-1. Local **R2,55**; other countries **R3,20.**

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RP 99/1991—Report of the Auditor-General on the Accounts of the Central Witwatersrand Regional Services Council for the financial year 1 July 1989 to 30 June 1990. ISBN 0-621-13837-1. Local **R1,90**; other countries **R2,35.**

RP 100/1991—Report of the Auditor-General on the Accounts of the Walvis Bay Regional Services Council for the financial year 1988–89. ISBN 0-621-14103-8. Local **R1,15**; other countries **R1,30.**

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RP 103/1991—Report of the Auditor-General on the Accounts of the Oosvaal Regional Services Council for the financial year 1989–90. ISBN 0-621-14121-6. Local **R1,65**; other countries **R2,10.**

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STATISTICAL REPORT

Report No. 00-05-01 (1990): A Survey of the Accounts of Companies 1989–90 and 1988–89. ISBN 0-621-13785-5. Local **R6,60**; other countries **R7,50.**

MISCELLANEOUS PUBLICATIONS

Department of National Educaton. The New Chemistry Dictionary Part 1. ISBN 0-621-13566-6. Local **R26,18**; other countries **R29,80.**

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Guidelines for Apprenticeship Agreements. National Training Board. ISBN 0-621-13838X. Local **R4,12**; other countries **R4,70.**

Patent Journal (including Trade Marks, Designs and Copyright in Cinematograph Films). Vol. 24, September 1991, No. 9. ISSN 0031-286X. Local **R1,10**; other countries **R1,25.**

Bound volumes of the *Government Gazette* for May 1991 (Part A + B + C). Local **R41,80** (per part); other countries **R47,50** (per part).

KAARTE
(Gedruk vanaf 1 September tot 30 September 1991)

	Uitgawe	Datum van inligting
1:50 000 Nuwe kaarte		
2725DA—Bloemfontein	Tweede	1986
BB—Waaifontein	Tweede	1986
2922DB—Prieska (Oos)	Tweede	1988
DC Grovepunt	Tweede	1988
2923BA—Bucklands	Derde	1988
3325AB Middelwater	Tweede	1987
BD Paterson	Tweede	1986
CA Strydomsberg	Tweede	1986
DB Colchester	Derde	1986
1:50 000 Herdrukke		
2329CD—Pietersburg	Tweede	1983
1:250 000 Herdrukke		
2428—Nylstroom (Landdrosdistrikte, April 1991)	Vierde	1987
2726—Kroonstad (Landdrosdistrikte, Mei 1991)	Derde	1986
1:1 000 000 Lug-oordrukke		
3178—Tsumeb (Luginligting, Julie '91)	Tweede	1976
3276—Inhambane (Luginligting, Julie '91)	Tweede	1979
3421—Port Elizabeth (Luginligting, Junie '91)	Tweede	1976

MAPS
(Printed during the period 1 September to 30 September 1991)

	Edition	Date of information
1:50 000 New maps		
2725DA—Bloemhof	Second	1986
BB—Waaifontein	Second	1986
2922DB—Prieska (East)	Second	1988
DC Grovepunt	Second	1988
2923BA—Bucklands	Third	1988
3325AB Middelwater	Second	1987
BD Paterson	Second	1986
CA Strydomsberg	Second	1986
DB Colchester	Third	1986
1:50 000 Reprint		
2329CD—Pietersburg	Second	1983
1:250 000 Reprint		
2428—Nylstroom (Magisterial District, April 1991)	Fourth	1987
2726—Kroonstad (Magisterial District, May 1991)	Third	1986
1:1 000 000 Air reprints		
3178—Tsumeb (Air Information, July '91)	Second	1976
3276—Inhambane (Air Information, July '91)	Second	1979
3421—Port Elizabeth (Air Information, June '91)	Second	1976

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Die "Onderstepoort Journal of Veterinary Research" word deur die Staatsdrukker, Pretoria, gedruk en is verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Privaatsak X144, Pretoria, 0001, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

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(Verskyn laaste Woensdag van elke maand)

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Adverteerders moet daarop let dat die sluitingsuur vir die aanneming van kopie vir die *Patentjoernaal*, 14:00 op die laaste Woensdag van die maand wat die maand waarin publikasie verlang word voorafgaan, is. Kopie wat na hierdie uur ontvang word, sal oorgedra word vir publikasie in die volgende maand. Wanneer openbare feesdae publikasie raak, sal 'n spesiale kennisgewing in hierdie tydskrif geplaas word wat veranderings van die sluitingsuur aankondig.

M. COETZEE,
Staatsdrukker.

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(INCLUDING TRADE MARKS AND DESIGNS)

OF THE REPUBLIC OF SOUTH AFRICA

(Published on the last Wednesday of every month)

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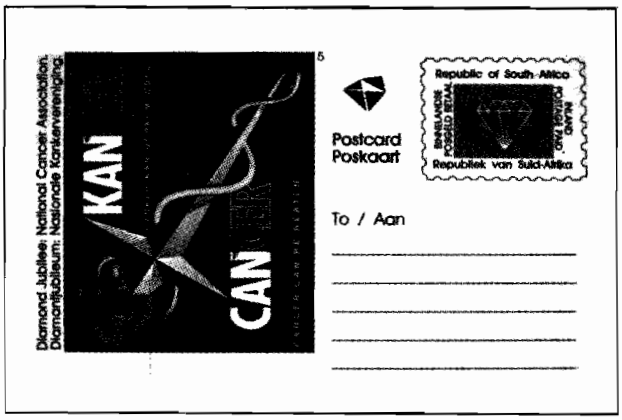

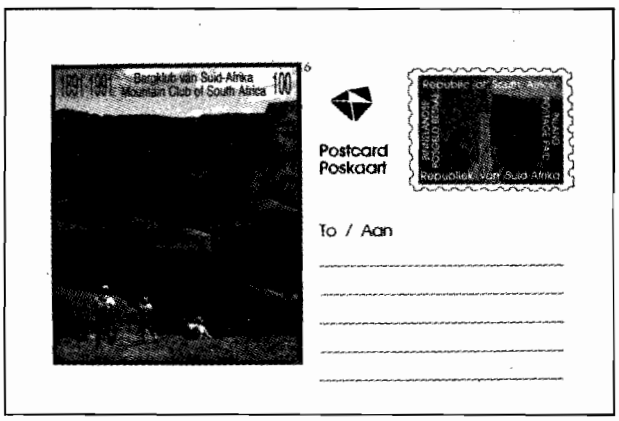

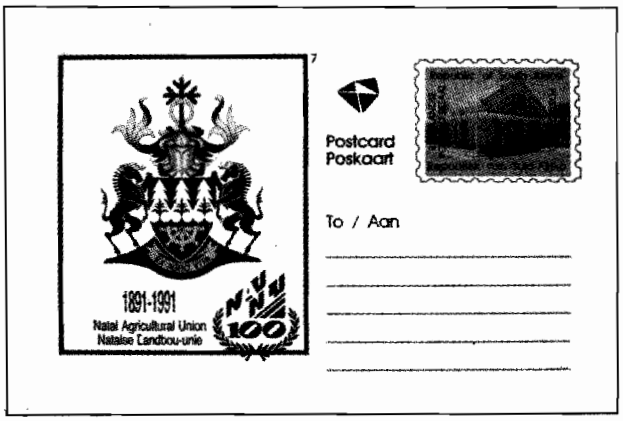

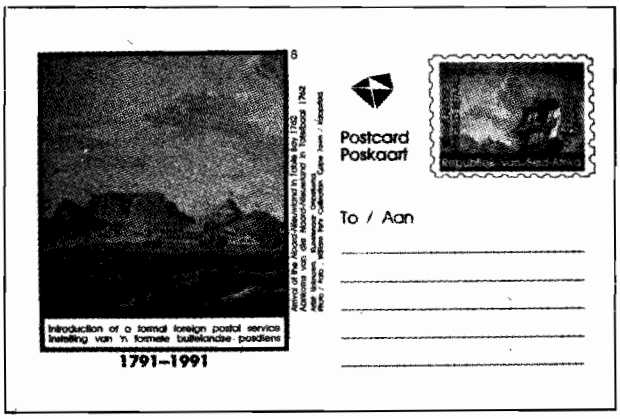

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2. Vir die tydperk 1 Oktober 1991 tot 30 September 1992 word Afrikaans EERSTE geplaas.

3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.

4. ***Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.***

—————oOo—————

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Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.

2. For the period 1 October 1991 to 30 September 1992, Afrikaans is to be placed FIRST.

3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.

4. ***It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.***

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Die sluitingstyd is stiptelik ***15:00*** *op die volgende dae:*

- **21 Maart**, Donderdag, vir die uitgawe van Donderdag **28 Maart**
- **27 Maart**, Woensdag, vir die uitgawe van Vrydag **5 April**
- **25 April**, Donderdag, vir die uitgawe van Vrydag **3 Mei**
- **2 Mei**, Donderdag, vir die uitgawe van Vrydag **10 Mei**
- **23 Mei**, Donderdag, vir die uitgawe van Donderdag **30 Mei**
- **3 Oktober**, Donderdag, vir die uitgawe van Vrydag **11 Oktober**
- **12 Desember**, Donderdag, vir die uitgawe van Vrydag **20 Desember**
- **17 Desember**, Dinsdag, vir die uitgawe van Vrydag **27 Desember**
- **19 Desember**, Donderdag, vir die uitgawe van Vrydag **3 Januarie**

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Closing times ***PRIOR TO PUBLIC HOLIDAYS*** *for*

LEGAL NOTICES
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The closing time is ***15:00*** *sharp on the following days:*

- **21 March**, Thursday, for the issue of Thursday **28 March**
- **27 March**, Wednesday, for the issue of Friday **5 April**
- **25 April**, Thursday, for the issue of Friday **3 May**
- **2 May**, Thursday, for the issue of Friday **10 May**
- **23 May**, Thursday, for the issue of Thursday **30 May**
- **3 October**, Thursday, for the issue of Friday **11 October**
- **12 December**, Thursday, for the issue of Friday **20 December**
- **17 December**, Tuesday, for the issue of Friday **27 December**
- **19 December**, Thursday, for the issue of Friday **3 January**

Late notices will be published in the subsequent issue. If, under special circumstances, a late notice is being accepted, a double tariff will be charged

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Alle Proklamasies, Goewermentskennisgewings, Algemene Kennisgewings en Raadskennisgewings gepubliseer word vir verwysingsdoeleindes in die volgende inhoudsopgawe ingesluit wat dus 'n weeklikse indeks voorstel. Laat uself deur die Koerantnommers in die regterhandse kolom lei:

INHOUD

en weeklikse indeks

For purposes of reference, all Proclamations, Government Notices, General Notices and Board Notices published are included in the following table of contents which thus forms a weekly index. Let yourself be guided by the Gazette numbers in the righthand column:

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and weekly index

Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaat Sak X85, Pretoria, 0001. Tel. 323-9731 × 263, 267 of 269

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