



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 1526

Registered at the Post Office as a Newspaper

PRICE 10c PRYS

OVERSEAS 15c OORSEE

POST FREE — POSVRY

REGULASIEKOERANT No. 1526

As 'n Nuusblad by die Poskantoor Geregistreer

VOL. 77]

PRETORIA, 5 NOVEMBER 1971

[No. 3304

PROCLAMATIONS

*by the State President of the Republic of
South Africa*

No. R. 245, 1971

**CONTROL OF THE EXPORT OF DECIDUOUS
FRUIT**

Under the powers vested in me by section 87 of the Marketing Act, 1968 (No. 59 of 1968), I hereby—

(a) prohibit the exportation from the Republic of deciduous fruit, except by the Board or by any person authorised thereto by permit, the issue of which shall be in the discretion of the Board, or otherwise than in accordance with conditions determined by the Board;

(b) declare that the provisions of this proclamation shall not apply to a quantity of deciduous fruit—

(i) which is shipped as provisions for consumption aboard a ship or other means of conveyance to foreign countries;

(ii) with a mass of not more than 50 kg which is exported for the household use of the person exporting it or as a gift to any other person;

(c) repeal Proclamation R. 153 of 1964.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria on this Twenty-second day of October, One thousand Nine hundred and Seventy-one.

J. J. FOUCHÉ, State President.

By Order of the State President-in-Council:

D. C. H. UYS.

SCHEDULE

In this proclamation—

“deciduous fruit” means apples, apricots, grapes, peaches, nectarines, pears, plums and prunes;

“the Board” means the Deciduous Fruit Board referred to in section 3 of the Deciduous Fruit Scheme, published by Proclamation R. 288 of 1962, as amended;

“Republic” includes the territory of South-West Africa.

A—69677

PROKLAMASIES

*van die Staatspresident van die Republiek van
Suid-Afrika*

No. R. 245, 1971

BEHEER OOR DIE UITVOER VAN SAGTEVRUGTE

Kragtens die bevoegdheid my verleen by artikel 87 van die Bemarkingswet, 1968 (No. 59 van 1968)—

(a) verbied ek hierby die uitvoer uit die Republiek van sagtevrugte behalwe deur die Raad of deur 'n persoon wat daartoe gemagtig is by permit, wat na goed-dunke van die Raad uitgereik word, of andersins as ooreenkomstig voorwaardes deur die Raad bepaal;

(b) verklaar ek hierby dat die bepalings van hierdie proklamasie nie van toepassing is nie op 'n hoeveelheid sagtevrugte—

(i) wat ingeneem word as voorrade vir verbruik op 'n skip of ander vervoermiddel na die buiteland;

(ii) met 'n massa van hoogstens 50 kg wat vir die huishoudelike gebruik van die persoon wat dit uitvoer of as 'n geskenk aan iemand ander uitgevoer word;

(c) herroep ek hierby Proklamasie R. 153 van 1964.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hierdie Twee-en-twintigste dag van Oktober Eenduisend Negehonderd Een-en-sewentig.

J. J. FOUCHÉ, Staatspresident.

Op las van die Staatspresident-in-rade:

D. C. H. UYS.

BYLAE

In hierdie proklamasie beteken—

“die Raad”, die Sagtevrugteraad vermeld in artikel 3 van die Sagtevrugteskema, afgekondig by Proklamasie R. 288 van 1962, soos gewysig;

“Republiek”, ook die gebied Suidwes-Afrika;

“sagtevrugte”, appels, appelkose, druiwe, perskes, kaalperskes, pere, pruime en pruimedante.

1—3304

Scope of Regulations

2. These regulations shall apply to Bon Chretien pears sold by or disposed of by producers, or on behalf of producers thereof, to a canner.

Grades

3. (1) There shall be two grades of Bon Chretien pears intended for processing, namely Canning Grade and Undergrade.

(2) The requirements for the different grades of Bon Chretien pears shall be as follows:

(a) *Canning Grade* shall consist of—

(i) sound, well-formed, true to cultivar and reasonably clean Bon Chretien pears with a minimum diameter of 58 mm, which are free from insect infestation, free from bruises and blemishes exceeding a depth of 1,6 mm and with a pressure of not less than 7,2 kg and not more than 10,4 kg; and

(ii) Bon Chretien pears which comply with the requirements contained in paragraph (i), but with bruises and blemishes of a depth of more than 1,6 mm but not more than 3,2 mm, on one half of the pear only while the other half contains no blemishes: Provided that the quantity of pears in a specific consignment which is permissible as Canning Grade according to the specifications of paragraph (ii), shall be limited to a maximum of 10 per cent of the consignment: Provided further that, in the event of the stipulated 10 per cent tolerance being exceeded, the specific quantity of fruit thus in excess shall be graded as Undergrade; and

(iii) Bon Chretien pears which comply with the requirements of paragraph (i) or (ii), but with a pressure which exceeds the prescribed minimum or maximum pressure by not more than 0,9 kg: Provided that the quantity of pears in a specific consignment which is permissible as Canning Grade according to the specifications of paragraph (iii), shall be limited to a maximum of 10 per cent of the consignment: Provided further that, in the event of the stipulated 10 per cent tolerance being exceeded, the total consignment shall be graded as Undergrade.

(b) *Undergrade* shall consist of—

(i) Bon Chretien pears which do not comply with the minimum requirements for Canning Grade; and

(ii) the quantity of Bon Chretien pears by which the tolerance of 10 per cent in respect of blemishes, as referred to in paragraph 3 (2) (a) (ii), may be ("has been") exceeded; and

(iii) any consignment of Bon Chretien pears of which the 10 per cent tolerance for pressure, as referred to under 3 (2) (a) (iii), may be ("has been") exceeded.

Packing

4. Bon Chretien pears intended for canning shall be packed in either lugs or bulk containers: Provided that the degree of maturity of pears in the same container shall not vary abnormally.

Sampling

5. To determine the grade of a consignment Bon Chretien pears, a final sample drawn in the following manner shall be examined:

(a) Draw at random from the consignment a preliminary sample of—

(i) two lugs, if the consignment consists of 100 or less lugs;

Omvang van Regulasies

2. Hierdie regulasies is van toepassing op Bon Chretien pere wat deur of ten behoeve van produsente daarvan aan 'n inmaker verkoop of van die hand gesit word.

Grade

3. (1) Daar is twee grade Bon Chretien pere vir verwerking bestem, naamlik Inmaakgraad en Ondergraad.

(2) Die vereistes vir die verskillende grade Bon Chretien pere is soos volg:

(a) *Inmaakgraad* sal bestaan uit—

(i) gesonde, goedgevormde, cultivar-egte, redelike skoon Bon Chretien pere met 'n minimum deursnee van 58 mm wat vry is van insekbesmetting, vry van kneusplekke en letsels wat dieper is as 1,6 mm en met 'n drukking van nie minder nie as 7,2 kg en nie meer nie as 10,4 kg; en

(ii) Bon Chretien pere wat aan die vereistes vervat in paragraaf (i), voldoen, maar wat net op een helfte van die peer kneusplekke en letsels bevat wat dieper is as 1,6 mm maar nie dieper nie as 3,2 mm, mits die ander helfte geen letsels bevat nie: Met dien verstande dat die hoeveelheid pere wat in 'n bepaalde besending as Inmaakgraad ingevolge die bepalings van paragraaf (ii) toelaatbaar is, beperk sal wees tot 'n maksimum van 10 persent van die besending: Verder met dien verstande dat as genoemde 10 persent toelating oorskry word, die hoeveelheid waarmee dit oorskry word, afgradeer sal word na Ondergraad; en

(iii) Bon Chretien pere wat aan die vereistes van paragraaf (i) of (ii) voldoen, maar met 'n drukking wat die voorgeskrewe minimum of maksimum oorskry met nie meer nie as 0,9 kg: Met dien verstande dat die hoeveelheid pere wat in 'n bepaalde besending as Inmaakgraad ingevolge die bepalings van paragraaf (iii) toelaatbaar is, beperk sal wees tot 'n maksimum van 10 persent van die besending: Verder met dien verstande dat as genoemde 10 persent toelating oorskry word in 'n bepaalde besending, die algehele besending afgradeer sal word na Ondergraad.

(b) *Ondergraad* sal bestaan uit—

(i) Bon Chretien pere wat nie voldoen aan die minimum vereistes vir Inmaakgraad nie; en

(ii) die hoeveelheid Bon Chretien pere waarmee die 10 persent toelating ten opsigte van letsels soos verwys na onder 3 (2) (a) (ii), oorskry mag word; en

(iii) enige besending Bon Chretien pere waarvan die 10 persent toelating vir drukking soos verwys na onder 3 (2) (a) (iii), oorskry mag word.

Verpakking

4. Bon Chretien pere vir verwerking bestem moet of in plukkiste of in massahouers verpak word: Met dien verstande dat die rypheidsgraad van pere in dieselfde houers nie bomatig onegalig mag wees nie.

Monsterneming

5. Ten einde die graad van 'n besending Bon Chretien pere te bepaal, moet 'n finale monster wat op die volgende wyse getrek is, ondersoek word:

(a) Trek ewekansig van die besending 'n voorlopige monster van—

(i) twee plukkiste, indien die besending uit 100 of minder plukkiste bestaan;

(ii) two lugs for the first 100 lugs plus one additional lug for every additional 100 lugs or any part thereof, up to a maximum of five lugs, if the consignment consists of more than 100 lugs;

(iii) at least 23 kg pears, if the consignment consists of four or less bulk containers;

(iv) at least 70 kg pears, if the consignment consists of more than four bulk containers.

(b) Draw at random from the preliminary sample a sample of at least 23 kg pears.

o. R. 1991

5 November 1971

REGULATIONS RELATING TO THE GRADING OF FRESH CLINGSTONE PEACHES INTENDED FOR PROCESSING IN A CANNING FACTORY

The State President has, under the powers vested in him by section 89 of the Marketing Act, 1968 (No. 59 of 1968), made the regulations set out in the Schedule hereto, relating to the grading of clingstone peaches intended for processing in substitution for the regulations published under Government Notice R. 2104 of 18 December 1964, as amended.

SCHEDULE

Definitions

1. In these regulations, unless inconsistent with the context, any word or expression to which a meaning has been assigned in the Canning Fruit Scheme, published by Proclamation R. 215 of 1970, shall have a corresponding meaning, and—

“blemish” means any external or internal visible defect caused by extraneous factors such as insects, fungi, bacteria, frost, hail, wind, orchard or handling practices and transport, and for which more than slight trimming is required;

“bruises” means large pressure or other wounds impairing the quality of the peach;

“clean” means free from excessive dirt, dust, visible spray residues or other excessive foreign matter;

“consignment”, in relation to clingstone peaches, a quantity of clingstone peaches delivered at a particular time under cover of the same consignment note, delivery note or receipt note;

“diameter” means the greatest diameter measured at right angles to the longitudinal axis of the peach;

“firm” means firm-ripe but not overripe;

“fruit” means fresh peaches intended for processing in factory;

“insect infestation” means internal infestation of peaches by insects;

“mature” means a stage of development which the fruit when delivered, has reached which will ensure the proper completion of the normal processing procedure;

“overripe” means a state in which the peach shows deterioration resulting in wilting, softness, browning or tissue breakdown;

“processing” means canning jam making, pulping or juice manufacture;

“slight trimming” means trimming to remove a superficial blemish appearing on one half of the peach, after peeling, and of less than 6,35 mm measured across in any direction;

“sound” means free from insect damage, decay or waste, physiological decline, or from visible external or internal physiological disorders which may appreciably effect the quality of the canned product;

“well-formed” means the normal shape of a fruit of any cultivar of peaches, typical of that cultivar.

(ii) twee plukkiste vir die eerste 100 plukkiste plus een addisionele plukkie vir elke addisionele 100 plukkiste of gedeelte daarvan, tot 'n maksimum van vyf plukkiste, indien die besending uit meer as 100 plukkiste bestaan;

(iii) minstens 23 kg pere, indien die besending uit vier of minder massahouers bestaan;

(iv) minstens 70 kg pere, indien die besending uit meer as vier massahouers bestaan.

(b) Trek ewekansig uit die voorlopige monster 'n finale monster van minstens 23 kg pere.

No. R. 1991

5 November 1971

REGULASIES MET BETREKKING TOT DIE GRADERING VAN VARS TAAIPITPERSKES BESTEM VIR VERWERKING IN 'N INMAAKFABRIEK

Die Staatspresident het kragtens die bevoegdheid hom verleen by artikel 89 van die Bemarkingswet, 1968 (No. 59 van 1968), die regulasies in die Bylae hiervan uiteengesit, gemaak met betrekking tot die gradering van taaitpitperskes bestem vir verwerking, ter vervanging van die regulasies, gepubliseer by Goewernmentskennisgewing R. 2104 van 18 Desember 1964, soos gewysig.

BYLAE

Woordomskrywing

1. In hierdie regulasies, tensy uit die samehang anders blyk, het 'n woord of uitdrukking waaraan in die Skema vir Inmaakvrugte, afgekondig by Proklamasie R. 215 van 1970, 'n betekenis geheg is, 'n ooreenstemmende betekenis, en beteken—

“besending”, met betrekking tot taaitpitperskes, 'n hoeveelheid taaitpitperskes wat op 'n bepaalde tydstip afgelewer word onder dekking van dieselfde vragbrief, afleweringsbrief of ontvangsbewys;

“deursnee”, die grootste deursnee, reghoekig met die lengte-as van die perske gemeet;

“ferm”, ferm-ryp maar nie oorryp nie;

“geringe afwerking”, afwerking om 'n oppervlakkige letsel, wat op een-helfte van die perske voorkom nadat dit gelooskil is en wat kleiner is as 6,35 mm dwarsoor gemeet in enige rigting, te verwyder;

“gesond”, vry van insekbeskadiging, verrotting of bederf, fisiologiese agteruitgang of sigbare uitwendige of inwendige fisiologiese gebreke wat die kwaliteit van die ingemaakte produk wesenlik mag benadeel;

“goedgevorm”, die normale fatsoen van 'n vrug van enige kultivar perske, tipes van daardie kultivar;

“insekbesmetting”, inwendige besmetting van perskes deur insekte;

“kneusplekke”, groot druk—of ander wonde wat die kwaliteit van die perskes benadeel;

“letsel”, 'n uitwendige of inwendige sigbare gebrek veroorsaak deur uiterlike faktore soos insekte, swamme, bakterieë, ryp, hael, wind, boord of hanteringspraktyke en vervoer, en waarvoor meer as geringe afwerking nodig is;

“oorryp”, 'n staat waarin die perske agteruitgang toon met gevolglike verwelking, sagtheid, verbruining of weefselverval;

“ryp”, 'n stadium van ontwikkeling wat die vrugte, wanneer dit gelever word, bereik het wat die behoorlike voltooiing van die normale verwerkingsproses sal verseker;

“skoon”, vry van oortollige vuilheid, stof, sigbare spuitreste of ander oortollige vreemde stowwe;

“verwerking”, inmaak, of vervaardiging van konfyt, moes of sap;

“vrug” of “vrugte”, vars perskes wat bedoel is vir verwerking in 'n fabriek.

Scope of Regulations

2. These regulations shall apply to clingstone peaches sold by or disposed of by producers, or on behalf of producers thereof, to a canner.

Grades

3. (1) There shall be two grades of clingstone peaches intended for processing, namely Canning Grade and Undergrade.

(2) The requirements for the different grades of clingstone peaches shall be as follows:

(a) *Canning Grade* shall consist of—

(i) sound, well-formed, true to cultivar, reasonably firm, reasonably clean clingstone peaches with a minimum diameter of 57 mm, which are free from insect infestation, free from bruises and blemishes which require trimming after lye-peeling, and which are reasonably mature with a light yellow to deep yellow colour; and

(ii) clingstone peaches which comply with the requirements contained in paragraph (i), but with bruises and blemishes which require trimming after lye-peeling on one half of the peach only while the other half requires no trimming after lye-peeling: Provided that the quantity of peaches in a specific consignment which is permissible as Canning Grade according to the specifications of paragraph (ii), shall be limited to a maximum of 10 per cent of the consignment: Provided further that, in the event of the stipulated 10 per cent tolerance being exceeded, the specific quantity of fruit thus in excess shall be graded as Undergrade;

(b) *Undergrade* shall consist of—

(i) clingstone peaches which do not comply with the minimum requirements prescribed for Canning Grade; and

(ii) the quantity of clingstone peaches by which the tolerance of 10 per cent in respect of blemishes, as referred to in paragraph 3 (2) (a) (ii), may be ("has been") exceeded.

Packing

4. Clingstone peaches intended for processing shall be packed in either lugs or bulk containers: Provided that the different cultivars of peaches shall be packed separately.

Sampling

5. To determine the grade of a consignment clingstone peaches, a final sample drawn in the following manner shall be examined:

(a) Draw at random from the consignment a preliminary sample of—

(i) two lugs, if the consignment consists of 100 or less lugs;

(ii) two lugs for the first 100 lugs plus one additional lug for every additional 100 lugs or any part thereof, up to a maximum of five lugs, if the consignment consists of more than 100 lugs;

(iii) at least 23 kg peaches, if the consignment consists of four or less bulk containers;

(iv) at least 70 kg peaches, if the consignment consists of more than four bulk containers.

(b) Draw at random from the preliminary sample a final sample of at least 23 kg peaches.

Omvang van Regulasies

2. Hierdie regulasies is van toepassing op taaipitperskes wat deur of ten behoeve van produsente daarvan, aan 'n inmaker verkoop of van die hand gesit word.

Grade

3. (1) Daar is twee grade taaipitperskes vir verwerking bestem, naamlik Inmaakgraad en Ondergraad.

(2) Die vereistes vir die verskillende grade taaipitperskes is soos volg:

(a) *Inmaakgraad* sal bestaan uit—

(i) gesonde, goedgevormde, cultivar-egte, redelik ferm, redelike skoon taaipitperskes met 'n minimum deursnee van 57 mm, wat vry is van insekbesmetting, vr van kneusplekke en letsels wat afwerking na loogskil vereis, en wat redelik ryp is met 'n liggeel tot diepgele kleur; en

(ii) taaipitperskes wat aan die vereistes vervat in paragraaf (i), voldoen, maar wat kneusings en letsels bevat wat na loogskil afwerking op net een helfte van die perske vereis, mits die ander helfte geen afwerking na loogskil vereis nie: Met dien verstande dat die hoeveelheid taaipitperskes wat in 'n bepaalde besending as Inmaakgraad ingevolge die bepaling van paragraaf (ii) toelaatbaar is, beperk sal wees tot 'n maksimum van 10 persent van die besending: Met dien verstande verder dat as genoemde 10 persent toelating oorskry word, die hoeveelheid taaipitperskes waarmee dit oorskry word afgradeer sal word na Ondergraad;

(b) *Ondergraad* sal bestaan uit—

(i) taaipitperskes wat nie aan die minimum vereistes soos voorgeskryf vir Inmaakgraad, voldoen nie; en

(ii) die hoeveelheid taaipitperskes waarmee die 10 persent toelating vir letsels soos verwys na onder 3 (2) (a) (ii), oorskry mag word.

Verpakking

4. Taaipitperskes vir verwerking bestem moet of in plukkiste of in massahouers verpak word: Met dien verstande dat die verskillende cultivars perskes afsonderlik verpak moet word.

Monsterneming

5. Ten einde die graad van 'n besending taaipitperskes te bepaal, moet 'n finale monster wat op die volgende wyse getrek is, ondersoek word:

(a) Trek ewekansig van die besending 'n voorlopige monster van—

(i) twee plukkiste, indien die besending uit 100 of minder plukkiste bestaan;

(ii) twee plukkiste vir die eerste 100 plukkiste plus een addisionele plukkie vir elke addisionele 100 plukkiste of gedeelte daarvan, tot 'n maksimum van vyf plukkiste, indien die besending uit meer as 100 plukkiste bestaan;

(iii) minstens 23 kg perskes, indien die besending uit vier of minder massahouers bestaan;

(iv) minstens 70 kg perskes, indien die besending uit meer as vier massahouers bestaan.

(b) Trek ewekansig uit die voorlopige monster 'n finale monster van minstens 23 kg perskes.

No. R. 1992

5 November 1971

REGULATIONS RELATING TO THE GRADING OF FRESH APRICOTS INTENDED FOR PROCESSING IN A CANNING FACTORY

The State President has, under the powers vested in him by section 89 of the Marketing Act, 1968 (No. 59 of 1968), made the regulations set out in the Schedule hereto, relating to the grading of apricots intended for processing, in substitution for the regulations published under Government Notice R. 1898 of 25 November 1966.

SCHEDULE

Definitions

1. In these regulations, unless inconsistent with the context, any word or expression to which a meaning has been assigned in the Canning Fruit Scheme, published by Proclamation R. 215 of 1970, shall have a corresponding meaning, and—

“blemish” means any external or internal visible defect caused by extraneous factors such as insects, fungi, bacteria, frost, hail, wind, orchard or handling practices and transport, and for which more than slight trimming is required;

“bruises” means large pressure or other wounds impairing the quality of the apricot;

“clean” means free from excessive dirt, dust, visible spray residues or other excessive foreign matter;

“consignment”, in relation to apricots, a quantity of Royal, Peeka or Bulida apricots delivered at a particular time under cover of the same consignment note, delivery note or receipt note;

“diameter” means the greatest diameter measured at right angles to the longitudinal axis of the apricot;

“firm” means firm-ripe but not overripe;

“fruit” means fresh apricots intended for processing in a factory;

“insect infestation” means internal infestation of apricots by insects;

“mature” means a stage of development which the fruit when delivered, has reached which will ensure the proper completion of the normal processing procedure;

“overripe” means a stage of development in which the tissues of the fruit show signs of deterioration;

“processing” means canning, jam making, pulping, juice or nectar manufacture;

“slight trimming” means trimming to remove a superficial blemish appearing on one half of the apricot (after lye-peeling in the case of Bulidas), and of less than 6,35 mm measured across in any direction;

“soft-ripe” means that the apricot is soft but shows no signs of degeneration of the tissues;

“sound” means free from insect damage, decay or waste, physiological decline, or from visible external or internal physiological disorders which may appreciably affect the quality of the canned product;

“well-formed” means the normal shape of a fruit of any cultivar of apricots, typical of that cultivar.

Scope of Regulations

2. These regulations shall apply to apricots sold by or disposed of by producers, or on behalf of producers thereof, to a canner.

No. R. 1992

5 November 1971

REGULASIES MET BETREKKING TOT DIE GRADERING VAN VARS APPELKOSE BESTEM VIR VERWERKING IN 'N INMAAKFABRIEK

Die Staatspresident het kragtens die bevoegdheid hom verleen by artikel 89 van die Bemarkingswet, 1968 (No. 59 van 1968), die regulasies in die Bylae hiervan uiteengesit, gemaak met betrekking tot die gradering van appelkose bestem vir verwerking, ter vervanging van die regulasies, gepubliseer by Goewermentskennisgewing R. 1898 van 25 November 1966.

BYLAE

Woordskrywing

1. In hierdie regulasies, tensy uit die samehang anders blyk, het 'n woord of uitdrukking waaraan in die Skema vir Inmaakvrugte, afgekondig by Proklamasie R. 215 van 1970, 'n betekenis geheg is, 'n ooreenstemmende betekenis, en beteken—

“besending”, met betrekking tot appelkose, 'n hoeveelheid Royal, Peeka of Bulida appelkose wat op 'n bepaalde tydstop afgelewer word onder dekking van dieselfde vraagbrief, afleweringsbrief of ontvangsbewys;

“deursnee, die grootste deursnee, reghoekig met die lengte-as van die appelkoos gemeet;

“ferm”, ferm-ryp maar nie oorryp nie;

“geringe afwerking”, afwerking om 'n oppervlakkige letsel, wat op een helfte van die appelkoos voorkom (na loogskil in geval van Bulidas) en wat kleiner is as 6,35 mm dwarsoor gemeet in enige rigting, te verwyder;

“gesond”, vry van insekbeskadiging, verrotting of bederf, fisiologiese agteruitgang of sigbare uitwendige of inwendige fisiologiese gebreke wat die kwaliteit van die ingemaakte produk wesenlik mag benadeel;

“goedgevorm”, die normale fatsoen van 'n vrug van enige cultivar appelkoos, tipies van daardie cultivar;

“insekbesmetting”, inwendige besmetting van appelkose deur insekte;

“kneusplekke”, groot druk—of ander wonde wat die kwaliteit van die appelkoos benadeel;

“letsel”, 'n uitwendige of inwendige sigbare gebrek veroorsaak deur uiterlike faktore soos insekte, swamme, bakterieë, ryp, hael, wind, boord- of hanteringspraktyke en vervoer, en waarvoor meer as geringe afwerking nodig is;

“oorryp”, 'n stadium van ontwikkeling waar die weefsels van die vrug tekens van verval toon;

“ryp” 'n stadium van ontwikkeling wat die vrugte, wanneer dit gelewer word, bereik het wat die behoorlike voltooiing van die normale verwerkingsproses sal verseker;

“sag-ryp”, dat die appelkoos sag is, maar geen tekens van die verval van die weefsels toon nie;

“skoon”, vry van oortollige vuilheid, stof, sigbare spuitreste of ander oortollige vreemde stowwe;

“verwerking”, inmaak of vervaardiging van konfyt, moes, sap of nektar;

“vrug” of “vrugte”, vars appelkose wat bedoel is vir verwerking in 'n fabriek.

Omvang van Regulasies

2. Hierdie regulasies is van toepassing op appelkose wat deur of ten behoeve van produsente daarvan aan 'n inmaker verkoop of van die hand gesit word.

Grades

3. (1) There shall be three grades of apricots intended for processing, namely Canning Grade, Jam Grade and Undergrade (for Royals, Peekas and Bulidas respectively).

(2) The requirements for the different grades of apricots shall be as follows:

(a) *Canning Grade* shall consist of—

(i) sound, well-formed, reasonably firm, reasonably clean apricots with a minimum diameter of 32 mm Royals and Peekas) and 34 mm (Bulidas), which are free from insect infestation, free from blemishes and bruises, and which are reasonably mature with a light yellow to deep yellow colour; and

(ii) apricots which comply with the requirements contained in paragraph (i), but with blemishes which require trimming (after lye-peeling in the case of Bulidas) on one half of the fruit only while the other half is completely free from blemishes and requires no trimming:

Provided that the quantity of apricots in a specific consignment which is permissible as Canning Grade according to the specifications of paragraph (ii), shall be limited to a maximum of 10 per cent (Bulidas) or 15 per cent (Royals and Peekas) of the consignment: Provided further that, in the event of the stipulated 10 per cent or 15 per cent tolerance being exceeded, the specific quantity of fruit thus in excess, shall be graded as Jam Grade.

(b) *Jam Grade* shall consist of—

(i) that quantity of apricots by which the tolerance of 10 per cent (Bulidas) or 15 per cent (Royals and Peekas), as referred to in paragraph 3 (2) (a) (ii), may be ("has been") exceeded; and

(ii) apricots which comply with the requirements contained in paragraph 3 (2) (a) (i), but with a minimum diameter of 29 mm (Royals and Peekas) and 31 mm (Bulidas), as well as soft-ripe apricots which still are suitable for processing.

(c) *Undergrade* shall consist of apricots which do not comply with the minimum requirements prescribed for Jam Grade.

Packing

4. Apricots intended for processing shall be packed in lug-boxes: Provided that the different cultivars of apricots shall be packed separately.

Sampling

5. To determine the grade of a consignment apricots, a final sample drawn in the following manner shall be examined:

(a) Draw at random from the consignment a preliminary sample of—

(i) two lugs, if the consignment consists of 100 or less lugs;

(ii) two lugs for the first 100 lugs plus one additional lug for every additional 100 lugs or any part thereof, up to a maximum of five lugs, if the consignment consists of more than 100 lugs.

(b) Draw at random from the preliminary sample a final sample of at least 11,5 kg apricots.

Grade

3. (1) Daar is drie grade appeltose vir verwerking bestem, naamlik Inmaakgraad, Konfytgraad en Ondergraad (vir Royals, Peekas en Bulidas onderskeidelik).

(2) Die vereistes vir die verskillende grade appeltose is soos volg:

(a) *Inmaakgraad* sal bestaan uit—

(i) gesonde, goedgevormde, redelike ferm, redelik skoon appeltose met 'n minimum deursnee van 32 mm (Royals en Peekas) en 34 mm (Bulidas), wat vry is van insegbesmetting, vry van letsels en kneusings, en wat redelik ryp is met 'n liggeel tot diepgeel kleur; en

(ii) appeltose wat aan die vereistes vervat in paragraaf (i), voldoen maar met letsels wat afwerking (na loogskil in geval van Bulidas) vereis net op die een helfte van die vrug mits die ander helfte heeltemal vry is van letsels en geen afwerking vereis nie:

Met dien verstande dat die hoeveelheid appeltose wat in 'n bepaalde besending as Inmaakgraad ingevolge die bepaling van paragraaf (ii) toelaatbaar is, beperk sal wees tot 'n maksimum van 10 persent (Bulidas) of 15 persent (Royals en Peekas) van die besending; verder met dien verstande dat as die genoemde 10 persent of 15 persent toelating oorskry word in 'n bepaalde besending, die hoeveelheid appeltose waarmee dit oorskry word, afgradeer sal word na Konfytgraad.

(b) *Konfytgraad* sal bestaan uit—

(i) daardie hoeveelheid appeltose waarmee die 10 persent (Bulidas) of 15 persent (Royals en Peekas) toelating soos verwys na onder paragraaf 3 (2) (a) (ii), oorskry mag word; en

(ii) appeltose wat aan die vereistes vervat in paragraaf 3 (2) (a) (i) voldoen, maar met 'n minimum deursnee van 29 mm (Royals en Peekas) en 31 mm (Bulidas), asook sagryp appeltose wat nog geskik is vir verwerking.

(c) *Ondergraad* sal bestaan uit appeltose wat nie voldoen aan die minimum vereistes voorgeskryf vir Konfytgraad nie.

Verpakking

4. Appeltose vir verwerking bestem moet in plukkiste verpak word: Met dien verstande dat die verskillende cultivars appeltose afsonderlik verpak moet word.

Monsterneming

5. Ten einde die graad van 'n besending appeltose te bepaal, moet 'n finale monster wat op die volgende wyse getrek is, ondersoek word:

(a) Trek ewekansig van die besending 'n voorlopige monster van—

(i) twee plukkiste, indien die besending uit 100 of minder plukkiste bestaan;

(ii) twee plukkiste vir die eerste 100 plukkiste plus een addisionele plukkiste vir elke addisionele 100 plukkiste of gedeelte daarvan, tot 'n maksimum van vyf plukkiste, indien die besending uit meer as 100 plukkiste bestaan.

(b) Trek ewekansig uit die voorlopige monster 'n finale monster van minstens 11,5 kg appeltose.

No. R. 1993

5 November 1971

WINTER CEREAL SCHEME

PRICES OF FLOUR, MEAL, SEMOLINA AND SELF-RAISING FLOUR.—CORRECTION

The Annexure to the Schedule to Government Notice R. 1741 of 1 October 1971, is hereby amended as follows:

(a) By the substitution in clause 3 (1) for the price "55,96" of the price "56,96"; and

(b) by the substitution in the Afrikaans text of clause 5 (1) (a) for the words "per sak van 90 kg" of the words "per sak van 90 kg netto".

No. R. 2022

5 November 1971

REFUSAL TO TAKE DELIVERY FOR SALE OF CERTAIN CLASSES OF PEACHES

In terms of the powers vested in me by section 64 (4) of the Marketing Act, 1968 (No. 59 of 1968), I, Dirk Cornelis Hermanus Uys, Minister of Agriculture, hereby authorise the Deciduous Fruit Board, referred to in section 3 of the Deciduous Fruit Scheme, published by Proclamation R. 288 of 1962, as amended, to refuse at any time during the period from 29 November 1971 to 19 December 1971, inclusive, to take delivery for sale of peaches of any count intended for export from the Republic, other than such peaches of a count of 24 or shorter.

D. C. H. UYS, Minister of Agriculture.

DEPARTMENT OF COMMERCE

No. R. 1983

5 November 1971

REGULATION OF MONOPOLISTIC CONDITIONS ACT, 1955

REPORT 1350 (M) OF THE BOARD OF TRADE AND INDUSTRIES.—INVESTIGATION INTO THE ACTIVITIES OF BUY-AID ASSOCIATIONS IN THE MAGISTERIAL DISTRICT OF BLOEMFONTEIN

By direction of the Minister of Economic Affairs, the contents of the above-mentioned report submitted to the Minister by the Board of Trade and Industries, are published in the Schedule hereto in terms of section 6 (3) (a) of the Regulation of Monopolistic Conditions Act, 1955 (Act 24 of 1955).

SCHEDULE

REPUBLIC OF SOUTH AFRICA

REPORT OF THE BOARD OF TRADE AND INDUSTRIES 1350 (M)

INVESTIGATION INTO THE ACTIVITIES OF BUY-AID ASSOCIATIONS IN THE MAGISTERIAL DISTRICT OF BLOEMFONTEIN

CHAPTER I

TERMS OF REFERENCE, SCOPE OF THE INVESTIGATION AND GENERAL REMARKS ON BUY-AID ASSOCIATIONS

TERMS OF REFERENCE

1. The Honourable the Minister of Economic Affairs directed the Board on 12 June 1969, to investigate, in terms of section 3 (1) (a) of the Regulation of Monopo-

No. R. 1993

5 November 1971

WINTERGRAANSKEMA

PRYSE VAN MEELBLOM, MEEL, SEMOLINA EN BRUISMEEL.—VERBETERING

Die Aanhangsel by die Bylae van Goewermenskennisgewing R. 1741 van 1 Oktober 1971 word hierby soos volg verbeter:

(a) Deur in die Engelse teks van klousule 3 (1) die prys "55,96" deur die prys "56,96" te vervang; en

(b) deur in klousule 5 (1) (a) die woorde "per sak van 90 kg" deur die woorde "per sak van 90 kg netto" te vervang.

No. R. 2022

5 November 1971

WEIERING OM SEKERE KLASSE PERSKES VIR VERKOOP IN ONTVANGS TE NEEM

Kragtens die bevoegdheid my verleen by artikel 64 (4) van die Bemerkingswet, 1968 (No. 59 van 1968), magtig ek, Dirk Cornelis Hermanus Uys, Minister van Landbou, die Sagtevrugteraad, vermeld in artikel 3 van die Sagtevrugteskema, afgekondig by Proklamasie R. 288 van 1962, soos gewysig, hierby om te eniger tyd gedurende die tydperk vanaf 29 November 1971 tot en met 19 Desember 1971, te weier om perskes van enige telling bestem vir uitvoer uit die Republiek, uitgesonderd sodanige perskes van 'n telling van 24 of korter, vir verkoop in ontvangs te neem.

D. C. H. UYS, Minister van Landbou.

DEPARTEMENT VAN HANDEL

No. R. 1983

5 November 1971

WET OP REËLING VAN MONOPOLISTIESE TOESTANDE, 1955

VERSLAG 1350 (M) VAN DIE RAAD VAN HANDEL EN NYWERHEID.—ONDERSOEK NA DIE BEDRYGWIGHEDE VAN KOOPVERENIGINGS IN DIE LANDDROSDISTRIK BLOEMFONTEIN

Die inhoud van bogenoemde verslag wat die Raad van Handel en Nywerheid aan die Minister van Ekonomiese Sake voorgelê het, word in opdrag van die Minister, ooreenkomstig die bepalings van artikel 6 (3) (a) van die Wet op Reëling van Monopolistiese Toestande, 1955 (Wet 24 van 1955), in die Bylae hiervan gepubliseer.

BYLAE

REPUBLIEK VAN SUID-AFRIKA

VERSLAG VAN DIE RAAD VAN HANDEL EN NYWERHEID 1350 (M)

ONDERSOEK NA DIE BEDRYGWIGHEDE VAN KOOPVERENIGINGS IN DIE LANDDROSDISTRIK BLOEMFONTEIN

HOOFSTUK I

OPDRAG, OMVANG VAN DIE ONDERSOEK EN ALGEMENE OPMERKINGS OOR KOOPVERENIGINGS

OPDRAG

1. Sy Edele die Minister van Ekonomiese Sake het die Raad op 12 Junie 1969 opdrag gegee om kragtens artikel 3 (1) (a) van die Wet op Reëling van Monopolis-

listic Conditions Act, No. 24 of 1955⁽¹⁾, the actions of buy-aid associations in the Magisterial District of Bloemfontein.

SCOPE AND METHOD OF INVESTIGATION

2. At the start of the investigation, the Board gave notice of the above-mentioned investigation in terms of section 4 (1) of the Act and appealed to all interested parties to make representations to the Board within three months of the date of publication of the aforesaid notice.⁽²⁾ At the same time questionnaires in connection with the actions and activities of buy-aid associations and their possible effect on the public interest were sent to various interested bodies, amongst others to the existing buy-aid associations themselves, to staff associations and to business undertakings which—

- (i) are contractors to buy-aid associations;
- (ii) are not interested in being contractors;
- (iii) are in fact interested but have not succeeded in being accepted by the buy-aid association of their choice; and
- (iv) had been contractors but whose contracts had allegedly been terminated unilaterally by their respective associations.

Representations were also received from business organisations, private individuals and a church society.

3. Oral evidence was heard from the following:

- (a) Samba (Co-op) Ltd;
- (b) Safin Trust (Pty) Ltd;
- (c) The Chamber of Commerce of the Orange Free State;
- (d) The Public Servants' Association of South Africa (Bloemfontein Branch);
- (e) The Salaried Staff Association of the Railways (Bloemfontein Branch);
- (f) The Bloemfontein Milk Distributors' Association; and
- (g) business undertakings—
 - (i) whose contracts had been terminated by their buy-aid associations;
 - (ii) which could not succeed in being appointed as a contractor to a specific buy-aid association;
 - (iii) which are not interested in being contractors to buy-aid associations; and
 - (iv) which are at present contractors to buy-aid associations.

4. In addition to the oral evidence mentioned in the above paragraph, the Board considered the written representations and data resulting from its notice and questionnaires referred to in paragraph 2. The Board's cost accountants also examined and analysed the financial statements of certain undertakings.

⁽¹⁾ Act 24 of 1955, section 3 (1): "The Board shall on the directions of the Minister make such investigations as it may consider necessary—

(a) in order to ascertain whether any monopolistic condition exists; either generally or in any area determined by him;

⁽²⁾ Government Notice 1116, dated 4 July 1969.

tiese Toestande, No. 24 van 1955⁽¹⁾, ondersoek in te stel na die optrede van koopverenigings in die landdrosdistrik Bloemfontein.

OMVANG EN METODE VAN ONDERSOEK

2. Met die aanvang van die ondersoek het die Raad ooreenkomstig artikel 4 (1) van die Wet kennis van die genoemde ondersoek gegee en 'n beroep op alle belanghebbendes gedoen om binne drie maande vanaf die publikasiedatum van vermelde kennisgewing vertoë tot die Raad te rig.⁽²⁾ Terselfdertyd is vraeboë in verband met die optrede en aktiwiteite van koopverenigings en die moontlike uitwerking daarvan op die openbare belang aan verskillende belanghebbendes gestuur, o.a. aan die bestaande koopverenigings self, personeelverenigings sake-ondernemings wat—

- (i) as leweransiers van koopverenigings optree;
- (ii) nie belang stel om as leweransiers op te tree nie
- (iii) wat wel belang stel maar nie daarin kon slaag om deur die koopvereniging van hulle keuse aanvaar te word nie; en
- (iv) as leweransiers opgetree het maar wie se ooreenkomste, na bewering, eensydig deur hul vereniging beëindig is.

Vertoë is ook van handelsorganisasies, private individue en 'n kerkgenootskap ontvang.

(3) Mondelinge getuienis is van die volgende aangehoor—

- (a) Samba (Koöp.) Bpk.;
- (b) Safin Trust (Edms.) Bpk.;
- (c) die Kamer van Koophandel van die Oranje Vrystaat;
- (d) die Vereniging van Staatsamptenare van Suid Afrika (Bloemfonteintak);
- (e) die Gesalarieerde Personeelvereniging van die Spoorweë (Bloemfonteintak);
- (f) die Bloemfonteinse Varsmelk Distribueerdersvereniging; en
- (g) ondernemings—
 - (i) waarvan kontrakte deur hulle koopvereniging beëindig is;
 - (ii) wat nie daarin kon slaag om as leweransier van 'n besondere koopvereniging aangestel te word nie
 - (iii) wat nie daarin belang stel om leweransiers van koopverenigings te wees nie; en
 - (iv) wat wel leweransiers van koopverenigings is

(4) Die Raad het benewens die mondelinge getuienis vermeld in die vorige paragraaf ook die skriftelike vertoë en gegewens wat ingevolge sy kennisgewing en 'n vraeboë waarna in paragraaf 2 verwys is, oorweeg. Daarbenewens het sy kosterekenmeesters die finansiële state van sekere ondernemings nagegaan en ontleed.

⁽¹⁾ Wet 24 van 1955, artikel 3 (1): "Die Raad moet in opdrag van die Minister die ondersoek instel wat die Raad nodig ag—

(a) ten einde te bepaal of 'n monopolistiese toestand bestaan hetsy algemeen of in 'n deur die Minister bepaalde gebied

⁽²⁾ Goewermentskennisgewing 1116, gedateer 4 Julie 1969.

GENERAL REMARKS ON BUY-AID ASSOCIATIONS

(i) General

5. Buy-aid associations in South Africa originated as a form of consumers' organisation, ranging from mutual benefit societies and co-operative trading associations to registered companies and unregistered bodies, which, according to their titles, promote consumers' interests.⁽¹⁾

6. Whatever their differences in organisation or method, all buy-aid associations have one aim in common: the strengthening, through co-operative action, of the consumer's bargaining position *vis-à-vis* the suppliers of goods and services.⁽²⁾ This is achieved by entering into agreements with individual business undertakings (chiefly retailers) on behalf of their numerous members, so that the members of such associations are enabled to obtain goods and services at discount. These conditions are, in the nature of things, more advantageous to the association and its members than to other members of the public, and consequently amount to discrimination.

7. This discount may be granted either to the members direct when the transaction is concluded or to the association on behalf of its members. When buy-aid associations came into being, a double system was originally followed. Retailers, however, soon found it unprofitable to allow discount to both the member and to his association, and direct discount allowed to the member is a rarity these days. The usual procedure is that the buy-aid association collects the amounts owed by its members to the various contractors and pays them over to the undertakings concerned less the discount agreed upon. This discount is generally known as a collection fee, and in order to distinguish it from other forms of trade discount, this term is used in preference to discount.

8. After deduction of the association's administrative expenses, the major part of the balance of the collection fees received is paid out in the form of a bonus to the association's members, usually as a percentage of each member's total purchases over a certain period.

9. Van Waasdijk⁽³⁾ rightly points out that the collection fee actually consists of the economic price of an association's service in underwriting, processing, collecting and paying out dealers' accounts, plus a discount amount. The latter is the difference between the "price" of the services mentioned and the total amount of the collection fee. The considerable differences in collection fees in respect of certain types of commodities indicate that some contractors pay a higher rate of discount than others, since the association's actual costs in collecting and paying out the various contractors' accounts do not in actual fact necessarily differ.

10. The granting of indirect discount to the members of buy-aid associations has two consequences. In the first place, it encourages credit buying, since the greater a member's volume of purchases on his association's account the larger his annual bonus. Secondly, an attempt is made to prevent non-members from enjoying similar

⁽¹⁾ See T. van Waasdijk, *The Development and Economic Significance of Retail Buyers' Associations in South Africa*, University of the Witwatersrand, Johannesburg, 1957, for a description of buy-aid associations.

⁽²⁾ *Ibid.*, p. 3.

⁽³⁾ *Ibid.*, p. 7.

ALGEMENE OPMERKINGS OOR KOOPVERENIGINGS

(i) Algemeen

5. Koopverenigings in Suid-Afrika het ontstaan as 'n vorm van verbruikersorganisasie, wat wissel van onderlinge hulpverenigings, koöperatiewe handelsverenigings, geregi-streerde maatskappye tot ongeregi-streerde liggame wat volgens hulle name verbruikersbelange behartig.⁽¹⁾

6. Wat ook al die onderlinge verskille in organisasie of metode van optrede is, het koopverenigings een gemeenskaplike doel: die versterking, deur gesamentlike optrede, van die verbruiker se afdingingsposisie *vis-à-vis* die verskaffer van goedere en dienste.⁽²⁾ Dit word bereik deur die aangaan van ooreenkomste met individuele sake-ondernemings, hoofsaaklik kleinhandelaars, namens hul talryke lede ingevolge waarvan lede van so 'n vereniging goedere en dienste teen 'n diskonto kan bekom. Hierdie voorwaardes is uiteraard gunstiger vir die vereniging en sy lede as vir ander lede van die publiek en kom derhalwe neer op diskriminasie.

7. Die diskonto kan of direk aan lede tydens die aangaan van die transaksie of aan die vereniging namens sy lede toegestaan word. Met die ontstaan van koopverenigings is aanvanklik 'n dubbelstelsel gevolg. Kleinhandelaars het dit egter spoedig onlonend gevind om diskonto's aan sowel die lid as sy vereniging toe te staan en deesdae is 'n direkte diskonto aan die lid 'n seldsaamheid. Die normale prosedure is dat die koopvereniging die bedrae deur sy lede aan die onderskeie leweransiers verskuldig invorder en aan die betrokke sake oorbetal minus die ooreengekome diskonto. Hierdie diskonto is algemeen bekend as invorderingsgeld en ten einde dit te onderskei van ander vorme van diskonto's in die handel, word dié term bo diskonto verkies.

8. Ná aftrekking van die vereniging se administrasiekoste word die grootste gedeelte van die saldo van die gevorderde invorderingsgelde as 'n bonus aan die verenigings se lede uitbetaal, gewoonlik as 'n persentasie van elke lid se totale aankope gedurende 'n sekere tydperk.

9. Tereg wys Van Waasdijk⁽³⁾ daarop dat die invorderingsgeld eintlik bestaan uit die ekonomiese prys van 'n vereniging se diens om die handelaars se rekenings te waarborg, te verwerk, in te vorder en oor te betaal, tesame met 'n bedrag aan diskonto. Laasgenoemde is die verskil tussen die "prys" van die genoemde dienste en die totaal van die invorderingsgeld. Die aansienlike verskille in invorderingsgelde ten opsigte van sekere soorte handelsware dui daarop dat sommige leweransiers 'n hoër diskontokoers as andere betaal, omdat die vereniging se werklike koste van invordering en oorbetal van die onderskeie leweransiers se rekeninge tog nie noodwendig verskil nie.

10. Die verlening van indirekte diskonto's aan koopvereniginglede het twee gevolge. Eerstens moedig dit aankope teen krediet aan, want hoe groter 'n lid se aankope op sy vereniging se rekening hoe groter is sy jaarlikse bonus. Tweedens word daarmee getrag om te verhoed

⁽¹⁾ Kyk T. van Waasdijk, *The Development and Economic Significance of Retail Buyers' Associations in South Africa*, Universiteit van die Witwatersrand, Johannesburg, 1957, vir 'n beskrywing van koopverenigings.

⁽²⁾ *Ibid.*, bl. 3.

⁽³⁾ *Ibid.*, bl. 7.

or greater benefits, whether in the form of cash discount or in reduced prices for the same goods, since, should these advantages be allowed, the buy-aid association could offer its members little advantage. The buy-aid associations consequently try to prevent the contractors from following a policy that would nullify the advantages enjoyed by a member over a non-member; in other words, discrimination against the consumer who is not a member must be maintained.

(ii) *Kinds of buy-aid associations*

11. Buy-aid associations are either "open" or "closed". The latter's members are limited to a certain group, generally employees belonging to the same group or category, e.g. members of the Public Service, the Railways Administration, the Defence Force, the personnel of a specific municipality, and so on. The "open" buy-aid associations, on the other hand, are generally prepared to admit all creditworthy members of the community within a certain geographical area. While the "closed" associations are in the majority, it is the "open" associations that have the larger membership and turnover. The establishment of large "open" associations which draw members from the major section of the community has led to intensified competition among buy-aid associations and has meant that both the members of the public and the dealers now have a choice in most areas where there are buy-aid associations.

12. Buy-aid associations differ from one another in organisation. There are two main groups:

(a) Associations whose members are shareholders (co-operative associations and public companies); and

(b) associations whose members are not shareholders. This group comprises—

- (i) registered private companies; and
- (ii) unregistered companies.

As regards the last-named type of undertaking, it is important for members and contractors to note that an unregistered association of more than 20 persons, with a profit motive, is not legally recognised and consequently cannot be brought before a court of law.

(iii) *Justification for buy-aid associations*

13. The Registrar of Co-operatives reported as follows in a review on co-operative activities:

"Co-operative buying associations are making good progress in South Africa and are providing an excellent service to their members because, as a result of the combined purchasing power of their members, benefits are obtained for them which would not otherwise have been possible. They also promote the interests of ordinary commerce by having eliminated bad debts completely in respect of purchases by their members."⁽¹⁾

14. The benefits referred to by the Registrar that buy-aid associations offer their members have expanded considerably since the movement's inception, and at present chiefly comprise the following:

(a) *Advantages for members*

15. The most attractive of the benefits that buy-aid associations offer their members is unquestionably the bonus which is declared on the members' total purchases. This annual lump-sum windfall is generally preferred to a large number of small amounts obtainable from the dealers direct in the form of cash discount on individual transactions.

⁽¹⁾ Registrar of Co-operatives, *Survey of Co-operative Matters* as at 30 June 1965, Government Printer, Pretoria, 1966, p. 27.

dat nie-lede soortgelyke of beter voordele ontvang, hetsy in die vorm van kontantafslag of laer pryse vir dieselfde goedere, want, indien dit gebeur, sou die koopvereniging baie min voordeel vir sy lede inhou. Koopverenigings probeer dus verhoed dat leweransiers 'n beleid volg wat die voordeel wat die lid bo die nie-lid geniet, sal uitwis, met ander woorde, die diskriminasie teen die verbruiker wat nie 'n lid is nie, moet behou word.

(ii) *Soorte koopverenigings*

11. Koopverenigings is of "oop" of "geslote". Laasgenoemde beperk lede tot 'n sekere groep, gewoonlik werknemers van dieselfde groep of klas, soos lede van die Staatsdiens, Spoorwegadministrasie, Verdedigingsmag, 'n bepaalde munisipaliteit, e.d.m. Die "oop" verenigings weer is gewoonlik bereid om alle kredietwaardige lede van die gemeenskap binne 'n sekere geografiese streek as lede te aanvaar. Hoewel die "geslote" verenigings in die meerderheid is, is dit die "oop" verenigings wat die grootste ledetal en omset verteenwoordig. Die ontstaan van groot, "oop" verenigings wat lede trek van die grootste deel van die gemeenskap, het mededinging tussen koopverenigings verskerp en meegebring dat die lede van die publiek sowel as die handelaars tans in die meeste streke waar koopverenigings bestaan, oor 'n keuse van vereniging beskik.

12. Koopverenigings verskil ook van mekaar wat betref hulle organisasievorme. Twee hoofgroepe kan onderskei word:

(a) Verenigings waarvan die lede aandeelhouders is (koöperatiewe verenigings en publieke maatskappye); en

(b) verenigings waarvan lede nie aandeelhouders is nie. Laasgenoemde groep bestaan uit—

- (i) geregistreerde private maatskappye; en
- (ii) ongeregistreerde maatskappye.

Wat laasgenoemde soort onderneming betref is dit belangrik vir lede en leweransiers om daarop te let dat 'n ongeregistreerde vereniging van meer as 20 persone met 'n winsmotief geen regserkenning geniet nie en daarom nie in 'n hof gedagvaar kan word nie.

(iii) *Die bestaansrede van koopverenigings*

13. In 'n oorsig van koöperatiewe aangeleenthede skryf die Registrateur van Koöperasies o.a. soos volg:

"Koöperatiewe koopverenigings maak goeie vordering in Suid-Afrika en lewer 'n voortrefflike diens aan hulle lede deurdat hulle deur middel van die gesamentlike koopkrag van hulle lede voordele vir hulle beding wat anders nie vir hulle moontlik sou wees nie. Ook bevorder hulle die belange van die gewone handel deurdat hulle slegte skulde ten opsigte van hulle lede-aankope geheel en al uitgeskakel het."⁽¹⁾

14. Die voordele wat koopverenigings vir hulle lede en leweransiers inhou en waarna die Registrateur verwys, het sedert die ontstaan van die beweging aanmerklik uitgebrei en bestaan tans hoofsaaklik uit die volgende:

(a) *Voordele vir lede*

15. Die aantreklikste voordeel wat koopverenigings vir hul lede bied, is onteenseglik die bonus wat op lede se totale aankope verklaar word. Hierdie jaarlikse meevaller in één bedrag, word algemeen verkies bo 'n groot aantal klein bedragsies wat direk van handelaars in die vorm van kontantdiskonto's op individuele transaksies verkry kan word.

⁽¹⁾ Registrateur van Koöperasies, *Oorsig van Koöperatiewe Aangeleenthede* soos op 30 Junie 1965, Staatsdrukker, Pretoria, 1966, bl. 27.

16. The extensive credit facilities suddenly placed within the members' reach constitute another substantial advantage. Each member immediately acquires the right to buy, within the limits of the purchasing restriction laid down for him, from all the association's official contractors without being put to the trouble of opening accounts or of proving his creditworthiness. Since accounts are payable only once a month, the member enjoys at least four weeks' free credit. In addition, the member has to settle only one account, which enables him to plan and budget for his expenditure and cash requirements for the following month fairly easily and accurately.

17. Buy-aid associations can also supply useful additional services, such as most types of insurance, funeral provident funds, personal loans, housing loans, fire-purchase and saving facilities, stop-order facilities, and so on.

(b) *Advantages for contractors*

Important potential market

18. If it is assumed that one of the primary aims of any business undertaking is to acquire customers, it is immediately apparent why the large potential market represented by some thousands of buy-aid association members is important to all business undertakings. The additional turnover which can be obtained depends on the undertaking's particular circumstances, but it could contribute substantially to the undertaking's profitability.

Possible lower administrative expenses

19. The extent to which administrative expenses could be reduced largely depends on—

- (a) whether the additional turnover to the buy-aid associations' members is obtained at the expense of other credit sales or cash sales; and
- (b) the relative size and nature of the transactions.

20. As regards (a), it is obvious that cash sales entail the minimum of administrative expenses for the contractor. A transaction on a buy-aid association's account, on the other hand, means issuing an invoice, checking the member's book or card to ascertain whether the transaction is regular—sometimes his signature has to be verified—the preparation of monthly claims from the association and the checking of payments received to ascertain which invoices, if any, are unpaid or have not been paid in full. To this must be added the loss of interest on the total monthly amount. A non-member's credit transaction entails considerably higher expenses than a buy-aid association transaction, since the former places two additional responsibilities on the contractor, namely credit control and the collection of numerous individual amounts as against only one account for one total amount, which is sent to the buy-aid association. Unfortunately the actual difference in administrative expenses in respect of the three types of transactions cannot be readily ascertained, since no business undertaking shows the different cost items separately in its book-keeping.

21. As regards (b), administrative expenses, calculated as a percentage of the turnover, decrease in direct proportion to the size of each individual transaction. Numerous small credit or buy-aid account transactions must be far more expensive, proportionately, to enter into than transactions of high individual value. In smaller transactions, administrative expenses constitute an important cost item and in cases where the goods are, in addition, articles with a relatively narrow profit margin,

16. 'n Ander belangrike voordeel is die omvangryke kredietfasiliteite wat meteens tot lede se beskikking geplaas word. Elke lid verkry onmiddellik die reg om binne sy neergelegde aankopebeperking by al die vereniging se amptelike leweransiers te koop sonder die besommernis om eers rekenings te open of sy kredietwaardigheid te bewys. Deurdat rekenings slegs een keer per maand betaalbaar is, geniet die lid vrye krediet vir minstens vier weke. Daarbenewens betaal die lid slegs één rekening en kan hy sy uitgawes, en behoeftes aan kontant vir die volgende maand, redelik maklik beplan en akkuraat begroot.

17. Ander nuttige bykomende dienste wat koopverenigings ook kan verskaf, is die meeste soorte versekeringsdienste, begrafnisbystandsfondse, persoonlike lenings, behuisinglenings, huurkoop- en spaargiewe, aftrekorderfasiliteite, en dies meer.

(b) *Voordele vir leweransiers*

1. Belangrike potensiele mark

18. Indien aangeneem word dat een van die primêre oogmerke van enige saak is om klante te vind, is dit meteens duidelik waarom die groot potensiele mark wat deur etlike duisende koopvereniginglede verteenwoordig word, vir alle sake-ondernemings van belang is. Die addisionele omset wat bekom kan word, hang van die onderneming se besondere omstandighede af, maar kan soms in 'n belangrike mate tot die winsgewendheid van die onderneming bydra.

2. Moontlike laer administrasiekoste

19. Die mate van besparing wat moontlik ten opsigte van administrasiekoste behaal kan word, hang grootliks saam met—

- (a) die vraag of die addisionele omset aan koopvereniginglede geskied ten koste van ander kredietverkope of van kontantverkope; en
- (b) die relatiewe grootte en aard van transaksies.

20. Wat (a) betref, is dit vanselfsprekend dat verkope teen kontant vir die leweransier die minste administrasiekoste inhou. 'n Transaksie op 'n koopverenigingsrekening daarenteen behels die uitreik van 'n faktuur, die nagaan van die lid se boekie of kaart om vas te stel of die transaksie reëlmatig is—soms moet sy handtekening vergelyk word—die voorbereiding van maandelikse eise aan die vereniging en die nagaan van die betalings ontvang ten einde vas te stel watter fakture, indien enige, onbetaald is of nie ten volle betaal is nie. Daarby moet nog gevoeg word die renteverlies op die totale bedrag elke maand. 'n Krediettransaksie van 'n nie-lid het ooglopend hoër koste as 'n koopverenigingstransaksie, aangesien dit twee bykomende verantwoordelikhede op die leweransier plaas, naamlik kredietbeheer en die invordering van talle individuele bedrae teenoor slegs één rekening vir een totale bedrag wat aan die koopvereniging gestuur word. Wat die werklike verskille in administrasiekoste vir die drie soorte transaksies betref, kan ongelukkig nie geredelik bepaal word nie aangesien geen saak die verskillende koste-items in sy boekhouding afsonderlik aantoon nie.

21. Wat (b) betref, daal die administrasiekoste, as 'n persentasie van die omset, in direkte verhouding tot die grootte van elke afsonderlike transaksie. Na verhouding moet dit veel duurder wees om talle klein transaksies teen krediet of koopverenigingsrekening aan te gaan as wanneer die waarde van elke transaksie besonder groot is. Administrasiekoste is by die klein transaksies 'n belangrike koste-item en wanneer die goedere boonop nog artikels met 'n relatief lae winsmarge is, soos

for instance groceries, it is doubtful whether buy-aid association transactions do in fact mean an appreciable saving in administrative expenses for the contractor. There is in fact already a noticeable tendency for large chain stores and supermarkets dealing chiefly in groceries and similar consumer goods with a rapid turnover to switch over to business on a strictly cash basis.

3. *Decrease in bad debts and possible lower cost of credit control*

22. Since the buy-aid associations assume responsibility for the settlement of the contractors' accounts for all sales that take place strictly in accordance with the agreement, the contractors experience few problems in regard to bad debts and credit control in respect of such transactions. This advantage is, however, easily exaggerated, particularly in cases where an undertaking's volume of sales to the members of buy-aid associations is smaller than that to other members of the public. A system of credit control must nevertheless be applied, and the saving on bad debts and on less control of the smaller part of its turnover cannot be very great, particularly if it is borne in mind that it is in fact the creditworthy members of the community who belong to buy-aid associations. For instance, the Board ascertained that in Bloemfontein the membership of an average of 200 persons was terminated annually by the buy-aid associations because of default of payment, while the number of applications rejected annually because of dubious creditworthiness was not much lower. The selected customers who belong to buy-aid associations would consequently in any case not have been a great burden on the contractors as far as bad debts and credit control were concerned.

4. *Satisfactory rate of turnover*

23. The credit facilities which are enjoyed by the members of buy-aid association throughout the month, enable members to satisfy their needs at any time, as and when these arise. This fact helps to obviate shopping stampedes at the end of the month and to bring about a steadier turnover of goods and services. The credit facilities which are continuously available to such large numbers of the public promote consumer-spending, while the annual bonus has an effect on the public's ability to increase turnover during the summer season.

5. *Competitive advantage*

24. For the individual business undertaking, becoming a contractor to a buy-aid association is just as much part of its marketing strategy as its decision to advertise, to have sales or to modify its price system. Should it not become a contractor, it might have a disability in a competitive market situation *vis-à-vis* competitors who are in fact contractors. It might then either decide to become a contractor itself or to make good its competitive disability in some other way. Sometimes, however, it is unable to become a contractor because of the fact that the buy-aid associations follow an exclusive policy in the appointment of contractors. What it amounts to, therefore, is that some business undertakings are denied the opportunity of adopting a strategy that is in fact available to some of their competitors.

25. In cases where an exclusive policy is followed by buy-aid associations, the business undertaking that is accepted naturally enjoys a considerable advantage over competitors who have not been accepted. The extent of this advantage will depend on various factors, such as the increased turnover which the undertaking could obtain

kruideniersware, is dit twyfelagtig of koopverenigingtransaksies wel vir die leweransier veel van 'n besparing of administrasiekoste beteken. Die neiging is dan ook reeds te bespeur dat groot filiaalwinkels en supermarke wat hoofsaaklik kruideniersware en dergelike lewensmiddel met 'n vinnige omset hanteer, besig is om na 'n stelsel oor te skakel waar slegs teen kontant sake gedoen word.

3. *Afname in oninbare skulde en moontlike laer kost van kredietbeheer*

22. Aangesien koopverenigings verantwoordelikheid aanvaar vir die vereffening van leweransiers se rekening vir alle verkope wat behoorlik volgens ooreenkomste geskied, het leweransiers min bekommernis oor oninvorderbare skulde en kredietbeheer ten opsigte van sodanige transaksies. Dit is egter 'n voordeel wat maklik oordryf kan word, veral wanneer 'n saak se verkope aan lede van koopverenigings kleiner is as aan ander lede van die publiek. 'n Stelsel van kredietbeheer moet nogtan toegepas word en die besparing op oninvorderbare skulde en minder beheer oor die kleiner gedeelte van sy omset kan nie uitermate groot wees nie, veral as in gedagte gehou word dat dit reeds die kredietwaardige lede van die gemeenskap is wat aan koopverenigings behoort. So het die Raad vasgestel dat in Bloemfontein die lidmaatskap van gemiddeld 200 persone jaarliks weens wanbetaling deur koopverenigings beëindig word, terwyl die aantal wat jaarliks weens twyfelagtige kredietwaardigheid geweier word, nie veel laer is nie. Die gekeurde kliente wat aan koopverenigings behoort sou dus in elk geval nie 'n groot las op leweransiers ten opsigte van oninvorderbare skulde en kredietbeheer gewees het nie.

4. *Bevredigende omloopsnelheid*

23. Die kredietfasiliteite wat koopvereniginglede deur die maand geniet, stel hulle in staat om te enige tyd hul behoeftes te bevredig soos en wanneer dit ontstaan. Dit werk mee om stormlope aan die einde van die maand uit te skakel en 'n meer egalige omset van goedere en dienste te weeg te bring. Die beskikbare kredietfasiliteite wat deurentyd aan so 'n groot aantal lede van die gemeenskap beskikbaar is, bevorder verbruiksbesteding, terwyl die jaarlikse toekenning van die bonus 'n invloed het op die publiek se vermoë om ongeste gedurende die somerseiisoen te verhoog.

5. *Mededingende voordeel*

24. Om 'n leweransier van 'n koopvereniging te word is vir die individuele saak net so 'n wesenlike deel van sy bemarkingstrategie as 'n besluit om te adverteer, uitverkopings te hou of sy prysbeleid te wysig. Word hy nie 'n leweransier nie sal hy in 'n mededingende mark situasie dikwels 'n agterstand hê teenoor sy mededingers wat wel leweransiers is. Hy kan dan of besluit om ook 'n leweransier te word of om op 'n ander wys sy mededingende agterstand uit te wis. Dit is egter slegs in die geval dat hy nie 'n leweransier kan word nie deur dat koopverenigings 'n eksklusiewe beleid volg by die aanstelling van leweransiers. Dit kom dus daarop neer dat aan sommige sake die geleentheid ontsê word om 'n strategie te volg wat wel vir sommige van hul konkurrente beskikbaar is.

25. Waar so 'n eksklusiewe beleid deur koopverenigings gevolg word, geniet die saak wat aanvaar is vanselfsprekend 'n aansienlike voordeel bo sy mededingers wat nie aanvaar is nie. Hoe groot hierdie voordeel sal wees hang af van verskeie faktore, soos die bykomende omset wat as leweransier verkry kan word, die grootte van s

as a contractor, the amount of its collection fees, the degree of exclusiveness (the percentage of traders accepted into the same group) and the contractor's measure of certainty that his contract will be renewed.

CREDIT CARDS AND CREDIT CLUBS

26. Credit card systems and credit clubs, which obtain for their members the right to buy goods and services on credit and/or to buy direct from wholesalers and importers, sometimes at a discount, are not regarded as buy-aid associations for the purposes of this investigation. Their chief function is to facilitate the granting of credit and the earning of indirect discounts, the distribution of bonuses to their members usually not being part of their activities. In addition, any discount earned by the organisers of these systems is for their own accounts, and the remaining balance, after deduction of administrative expenses is not paid out to their members, as in the case of buy-aid associations.

CHAPTER II

THE BUY-AID ASSOCIATIONS IN THE MAGISTERIAL DISTRICT OF BLOEMFONTEIN

27. At the time of the Minister's directive to the Board, there were two organisations in the Magisterial District of Bloemfontein, which, in the opinion of the Board, complied with the requirements of a buy-aid association, namely—

Samba (Co-operative) Ltd, and
Safin Trust (Proprietary) Ltd.

SAMBA (CO-OPERATIVE) LTD

(i) Establishment

28. Samba (Co-operative) Ltd, hereinafter called Samba, which is an "open" buy-aid association with its head office in Bloemfontein, is by far the largest buy-aid association in the Magisterial District of Bloemfontein. It was established in 1938 as a "closed" association of public servants, named Public Servants' Mutual Benefit Association (Afrikaans: "Onderlinge Hulpvereniging van Staatsampptenare") and was registered on 5 July 1949, under its present name, as a co-operative association.

(ii) Growth

29. Since the establishment of the Co-operative in 1949, when it became open to all consumers, its membership and turnover have increased rapidly. A setback was, however, experienced when a group of 60 traders formally decided on 30 April 1952—

"... that under no circumstances whatsoever will we tender to supply any one or other of the existing or prospective buying organisations in Bloemfontein.

This agreement to be effective for a period of 10 years..."⁽¹⁾

30. During the court case resulting from this decision, the Judge summed up the basic reason for the traders' decision to boycott buy-aid associations in Bloemfontein, in the following words:

"The object was to meet the challenge of Samba in threatening traders not to renew with, or offer new contracts to, traders who were not prepared to abstain from contracting with other buy-aid organisations. In other words, the first point for discussion at the meeting was to oppose the attempt by Samba to monopolise the buy-aid movement in Bloemfontein."⁽²⁾

⁽¹⁾ See *Henri Viljoen (Pty) Ltd vs Awerbuch Brothers*, O.P.D. 1953, p. 151.

⁽²⁾ *Ibid*, p. 160.

invorderingsgeld, die mate van eksklusiwiteit (watter persentasie handelaars in dieselfde groep aanvaar is) en die mate van sekerheid wat 'n leweransier het dat sy aanstelling hernieu sal word.

KREDIETKAARTE EN KLUBS

26. Kredietkaartstelsels en -klubs wat vir hulle lede die reg verkry om goedere en dienste op krediet te koop en/of van groothandelaars en invoerders direk te koop, soms teen 'n afslag, word nie as koopverenigings vir doeleindes van hierdie ondersoek beskou nie. Hulle funksie is hoofsaaklik om kredietverlening te vergemaklik en die verdien van indirekte diskonto's en die uitkeer van bonusse aan lede is gewoonlik nie deel van hulle aktiwiteite nie. Enige diskonto's wat deur die organiseerders van die stelsels verdien word, is daarbenewens vir hulle eie rekening en saldo's ná aftrekking van administrasiekoste word nie aan lede uitgekeer soos in die geval van koopverenigings nie.

HOOFSTUK II

DIE KOOPVERENIGINGS IN DIE LANDDROS-DISTRIK BLOEMFONTEIN

27. Ten tye van die Minister se opdrag aan die Raad was daar twee organisasies in die landdrosdistrik Bloemfontein wat na die Raad se mening aan die vereistes van 'n koopvereniging voldoen het, naamlik—

Samba (Koöperatief) Beperk; en
Safin Trust (Eiendoms) Beperk.

SAMBA (KOÖPERATIEF) BEPERK

(i) Ontstaan

28. Samba (Koöperatief) Beperk, hierna Samba genoem, is 'n "oop" koopvereniging met sy hoofkantoor in Bloemfontein en is verreweg die grootste koopvereniging in die landdrosdistrik Bloemfontein. Dit is in 1938 as 'n "geslote" vereniging van staatsampptenare met die naam "Onderlinge Hulpvereniging van Staatsampptenare" (Engels: Servants Mutual Benefit Association) gestig, en is op 5 Julie 1949 as 'n koöperatiewe vereniging onder sy huidige naam geregistreer.

(ii) Groei

29. Sedert die Koöperasie in 1949 tot stand gekom het en daarmee vir alle verbruikers toeganklik geword het, het die ledetal en omset vinnig toegeneem. 'n Terugslag is egter ondervind toe 'n groep van 60 handelaars op 30 April 1952 formeel besluit het—

"... that under no circumstances whatsoever will we tender to supply any one or other of the existing or prospective buying organisations in Bloemfontein. This agreement to be effective for a period of 10 years..."⁽¹⁾

30. Tydens die hofsak wat uit hierdie besluit gespruit het, het die regter die onderliggende rede vir die handelaars se besluit om koopverenigings in Bloemfontein te boikot in die volgende woorde saamgevat:

"The object was to meet the challenge of Samba in threatening traders not to renew with, or offer new contracts to, traders who were not prepared to abstain from contracting with other buy-aid organisations. In other words, the first point for discussion at the meeting was to oppose the attempt by Samba to monopolise the buy-aid movement in Bloemfontein."⁽²⁾

⁽¹⁾ *Kyk Henri Viljoen (Pty) Ltd vs Awerbuch Brothers*, O.P.D. 1953, bl. 151.

⁽²⁾ *Ibid*, bl. 160.

31. Samba's measures to counteract the boycott led to the establishment of Floreat (Co-operative) Ltd, a department store which would offer its members the services denied them by the boycott. Since the Pharmaceutical Society had also been a signatory to the boycott agreement, and its individual members were consequently debarred from contracting to buy-aid associations, Samba arranged for a pharmacist who was not a member of the Pharmaceutical Society to open pharmacies in Bloemfontein. A sole contract for 10 years, which was later extended by five years, was entered into with this person.

32. The boycott movement was not effective, and within three years Samba's turnover had again reached the pre-1952 level, and contractors had begun tendering in increasing numbers. A large department store which had been a signatory to the boycott agreement floated a new company which was not bound by the agreement, in this way again becoming a contractor. In 1966 the Pharmaceutical Society again tendered on behalf of its members, and after consultation with the then Department of Trade and Industries, its tender was accepted. This led to the termination of the non-member's sole contract.

33. The following table illustrates the growth of Samba since the year of its establishment:

TABLE I.—GROWTH OF SAMBA SINCE ITS ESTABLISHMENT IN 1938

Year	Membership	Turnover
		R
1938.....	Not available	5 870
1943.....	Not available	180 664
1948.....	Not available	742 628
1953.....	± 3 000	1 088 348
1958.....	± 4 500	2 328 354
1963.....	7 629	4 977 813
1968.....	11 705	8 771 274
1969.....	12 580	9 390 403
1970.....	13 277	10 489 056

The R10-million turnover in the course of a single financial year means that Samba is at present one of the largest buy-aid associations in the country.

(iii) Activities

34. The main function of Samba, like that, in fact, of any buy-aid association, is to create an organisation which provides buying facilities for its members, and all the accompanying activities. In addition, Samba now offers its members various group benefits, and it is also active as a business undertaking.

35. The following group benefits and facilities are made available to its members:

- (i) A group life insurance scheme;
- (ii) a funeral provident fund;
- (iii) short-term insurance;
- (iv) personal loans;
- (v) stop-order facilities; and
- (vi) a housing loan scheme in co-operation with building societies.

31. Samba se stappe om die boikot die hoof te bied, het gelei tot die totstandkoming van Floreat (Koöperatief) Beperk, 'n afdelingswinkel wat die dienste aan sy lede sou bied wat hulle deur die boikot ontsê is. Omdat die Aptekersvereniging ook 'n ondertekenaar van die boikotooreenkoms was en sy individuele lede derhalwe verhinder was om as leweransiers van koopverenigings op te tree, het Samba gereël dat 'n apteker wat nie 'n lid van die Aptekersvereniging was nie, apteke in Bloemfontein open. 'n Alleenkontrak vir tien jaar, wat daarna met nog vyf jaar verleng is, is met hierdie persoon aangegaan.

32. Die boikotbeweging was nie effektief nie en binne drie jaar het Samba se omset weer die peil van vóór 1952 bereik en leweransiers het weer in groter getalle begin tender. 'n Groot afdelingswinkel wat 'n ondertekenaar van die boikotooreenkoms was, het 'n nuwe maatskappy gestig wat nie deur die ooreenkoms gebonde was nie en sodoende weer 'n leweransier geword. In 1966 het die Aptekersvereniging ook weer namens sy lede getender en ná raadpleging met die destydse Departement van Handel en Nywerheid is hul tender aanvaar. Dit het die beëindiging van die nie-lid se alleenkontrak meegebring.

33. Die volgende tabel toon hoe Samba sedert sy stigtingsjaar gegroei het:

TABEL I.—GROEI VAN SAMBA SEDERT SY STIGTING IN 1938

Jaar	Ledetal	Omset
		R
1938.....	Nie beskikbaar nie	5 870
1943.....	Nie beskikbaar nie	180 664
1948.....	Nie beskikbaar nie	742 628
1953.....	± 3 000	1 088 348
1958.....	± 4 500	2 328 354
1963.....	7 629	4 977 813
1968.....	11 705	8 771 274
1969.....	12 580	9 390 403
1970.....	13 277	10 489 056

Die omset van R10 miljoen gedurende 'n enkele boekjaar beteken dat Samba tans een van die grootste koopverenigings in die land is.

(iii) Aktiwiteite

34. Die vernaamste funksie van Samba, soos teweens van elke koopvereniging, is die skepping van 'n organisasie vir die verlening van koopfasiliteite aan sy lede en al die bedrywighede wat daarmee gepaard gaan. Daarbenewens bied Samba tans verskeie groepproordele aan sy lede en is hy ook as sakeonderneming bedrywig.

35. Die volgende groepproordele en fasiliteite word aan lede beskikbaar gestel:

- (i) 'n Groeplewensversekeringskema;
- (ii) 'n begrafnisbystandsfonds;
- (iii) korttermynversekering;
- (iv) persoonlike lenings;
- (v) aftrekorderfasiliteite; en
- (vi) 'n behuisingsleningskema in samewerking met bouverenigings.

36. The following business undertakings providing goods and services in which Samba until recently had a direct or an indirect interest, were established:

(i) Floreat (Co-op) Ltd, a department store, situated in the centre of Bloemfontein;

(ii) Gekonsolideerde Sentrale Ondernemingsgroep (Edms.) Bpk., which exercised control over—

Vrytex (Pty) Ltd, a clothing factory at Wepener;

Panorama Tours (Pty) Ltd, which is active in the tourist industry; and

two filling stations, namely Central Service Station and Spruit Service Station;

(iii) Bank of the Orange Free State Ltd; and

(iv) Oranje Berekenaarsentrum (Edms.) Beperk.

37. The reasons for and circumstances leading to Samba's entry into the business world were "... to meet the needs, not otherwise provided for, of Samba and its members ..." (translation). Thus Floreat was established in 1953, to ensure effective services for its members after the boycott which was initiated in 1952. This step, i.e. itself to enter the field of commerce, apparently succeeded, and led to the readiness of other business undertakings again to be contractors. Samba decided, however, to allow Floreat to continue after the ending of the boycott, as a guarantee that Samba members would not again be left in the lurch by the withdrawal of other business undertakings. Samba owns the total capital of R250 000 in Floreat. In addition, Samba provides the rest of the working capital by means of loans when required, and six of Floreat's nine directors are also Samba directors.

38. The *Bank of the Orange Free State*, which began doing business on 1 March 1964, was established as a result of the Association's desire to found a deposit-receiving institution which could provide its members and, at the same time, the public, with saving and loan facilities. The Bank acts as an independent institution registered under the Bank Act, Samba being, with the permission of the Minister of Agricultural Economics and Marketing, merely an ordinary shareholder in it. The Bank's shares are quoted on the Stock Exchange.

39. Four of the Bank's eight directors were also Samba directors. The Bank also held a second covering bond on the Samba Building for a debt of R300 000. Samba owned about 250 000 50 cent shares in the Bank of the O.F.S.

40. A private company known as the *Gekonsolideerde Sentrale Ondernemingsgroep (Edms.) Bpk.*, hereinafter called the G.S.O., was floated jointly by Samba, Floreat and the Bank of the O.F.S. for the purpose of undertaking certain services considered to be in the interests of the group. The first service undertaken by G.S.O. was a computer bureau, the "Oranje Berekenaarsentrum (Edms.) Bpk.", to render computer services to Samba, its contractors, and other private bodies and Government authorities in the Free State and Lesotho. This undertaking was sold in 1969.

41. The next service instituted by G.S.O. was the erection of filling stations and garages to provide petrol for Samba members, since its members encountered problems at ordinary filling stations in buying petrol on their own buy-aid association accounts.

42. G.S.O. took over control of Vrytex (Pty) Ltd and Panorama Tours (Pty) Ltd for its own purposes. Samba's interests in these two undertakings have since also been disposed of.

36. Die volgende sakeondernemings vir die verskaffing van goedere en dienste waarin Samba tot onlangs regstreeks of onregstreeks belang gehad het, het tot stand gekom:

(i) Floreat (Koöp.) Beperk, 'n afdelingswinkel, geleë in die middestad van Bloemfontein;

(ii) Gekonsolideerde Sentrale Ondernemingsgroep (Edms.) Bpk., wat beheer uitgeoefen het oor—

Vrytex (Edms.) Bpk., 'n klerefabriek te Wepener;

Panorama Toere Bpk., wat in die toeristebedryf op-tree; en

twee vulstasies, t.w. Sentrale Diensstasie en Spruitdiensstasie;

(iii) Bank van die Oranje-Vrystaat Beperk; en

(iv) Oranje Berekenaarsentrum (Edms.) Beperk.

37. Die redes en omstandighede wat gelei het tot Samba se toetrede tot die sakewêreld was "... om te voorsien in behoeftes van Samba en sy lede wat nie origens voorsien is nie. ...". So het Floreat in 1953 tot stand gekom om behoorlike bediening van lede te verseker ná die boikot wat in 1952 begin is. Hierdie stap om self tot die handel toe te tree was blykbaar geslaag en het daartoe aanleiding gegee dat ander sake weer bereid was om as leweransiers op te tree. Samba het egter besluit om Floreat ná die beëindiging van die boikot te laat voortbestaan as 'n waarborg dat sy lede nie weer in die toekoms deur die onttrekking van ander sake in die steek gelaat sal word nie. Samba besit die totale kapitaal van R250 000 in Floreat. Daarbenewens voorsien Samba die res van die bedryfskapitaal by wyse van lenings wanneer nodig en is ses van Floreat se nege direkteure ook direkteure van Samba.

38. Die *Bank van die Oranje-Vrystaat*, wat op 1 Maart 1964 begin sake doen het, het ontstaan uit die Vereniging se begeerte om 'n depositonemende instelling te stig wat spaar- en leningsfasiliteite aan lede, en terselfdertyd aan die publiek, kon lewer. Die Bank tree op as onafhanklike instelling wat onder die Bankwet geregistreer is en Samba is, met die toestemming van die Minister van Landbou-ekonomie en -bemarking, slegs 'n gewone aandeelhouer daarvan. Die Bank se aandele word op die Beurs genoteer.

39. Van die agt direkteure van die Bank, was vier ook direkteure van Samba. Die Bank het ook 'n tweede dekingsverband oor die Sambagebou vir 'n verskuldigde bedrag van R300 000 gehou. Samba het sowat 250 000 aandele van 50c in die Bank van die O.V.S. besit.

40. 'n Private maatskappy bekend as die *Gekonsolideerde Sentrale Ondernemingsgroep (Edms.) Bpk.*, hierna die G.S.O. genoem, is gesamentlik deur Samba, Floreat en die Bank van die O.V.S. in die lewe geroep om sekere dienste te onderneem wat in belang van die groep geag is. Die eerste diens deur G.S.O. was 'n rekenarsburo, die Oranje Berekenaarsentrum (Edms.) Bpk., om rekenarsdienste aan Samba, sy leweransiers en ander partikuliere en owerheidsinstansies in die Vrystaat en Lesotho te lewer. Hierdie onderneming is in 1969 verkoop.

41. Die volgende diens deur G.S.O. ingestel, was die oprigting van vulstasies vir die verskaffing van petrol aan Samba lede, aangesien probleme met verskaffing deur die gewone vulstasies en garages aan lede teen koopverenigingsrekening ondervind is.

42. G.S.O. het vir sy doeleindes beheer oorgeneem van Vrytex (Edms.) Bpk., en Panorama Toere (Edms.) Bpk. Samba se belange in hierdie twee ondernemings is intussen ook van die hand gesit.

(iv) *Financial position*

43. Since its modest beginnings in 1938, Samba has developed into an undertaking with total assets amounting to just over R2,8 million. Samba's assets and liabilities as at 15 August 1967, 1968 and 1969, are reflected in the following table:

TABLE 2.—STATEMENT OF THE ASSETS AND LIABILITIES OF SAMBA IN RESPECT OF THE FINANCIAL YEAR ENDED 15 AUGUST 1967, 1968 AND 1969

	15/8/67		15/8/68		15/8/69	
	R ('000)	%	R ('000)	%	R ('000)	%
Building.....	902	82,0	1 265	92,1	1 418	92,7
Furniture, etc.....	21	1,9	30	2,2	37	2,4
<i>Fixed assets</i>	923	83,9	1 295	94,3	1 455	95,1
Debtors.....	170	15,5	54	3,9	47	3,1
Cash and advance payment.....	7	0,6	24	1,8	28	1,8
<i>Floating assets</i>	177	16,1	78	5,7	75	4,9
<i>Total assets</i> ⁽¹⁾	1 100	100,0	1 373	100,0	1 530	100,0
<i>Liabilities</i> —						
Share capital.....	525	47,7	595	43,3	665	43,5
Surplus.....	700	63,6	726	52,9	744	48,6
	1 225	111,3	1 321	96,2	1 409	92,1
<i>Less investments outside Samba</i>	671	61,0	1 085	79,0	1 329	86,9
	554	50,3	236	17,2	80	5,2
<i>Long-term loan</i>	400	36,4	385	28,0	778	50,9
<i>Long-term capital</i>	954	86,7	621	45,2	858	56,1
Creditors.....	34	3,1	31	2,3	47	3,0
Loan from bank.....	29	2,6	507	36,9	318	20,8
Bank overdraft.....	83	7,6	214	15,6	307	20,1
<i>Floating debts</i>	146	13,3	752	54,8	672	43,9
<i>Total liabilities</i>	1 100	100,0	1 373	100,0	1 530	100,0

⁽¹⁾ Excluding Samba's outside investments of R1,3 million.

TABEL 2.—STAAT VAN BATES EN LASTE VAN SAMBA T.O.V. DIE BOEKJARE GEËINDIG 15 AUGUSTUS 1967, 1968 EN 1969

	15/8/67		15/8/68		15/8/69	
	R ('000)	%	R ('000)	%	R ('000)	%
Gebou.....	902	82,0	1 265	92,1	1 418	92,7
Meubels, ens.....	21	1,9	30	2,2	37	2,4
<i>Vaste bates</i>	923	83,9	1 295	94,3	1 455	95,1
Debiteure.....	170	15,5	54	3,9	47	3,1
Kontant en vooruitbetaling.....	7	0,6	24	1,8	28	1,8
<i>Vlottende bates</i>	177	16,1	78	5,7	75	4,9
<i>Totale bates</i> ⁽¹⁾	1 100	100,0	1 373	100,0	1 530	100,0
<i>Laste</i> —						
Andelekapitaal.....	525	47,7	595	43,3	665	43,5
Surplus.....	700	63,6	726	52,9	744	48,6
	1 225	111,3	1 321	96,2	1 409	92,1
<i>Min belê buite Samba</i>	671	61,0	1 085	79,0	1 329	86,9
	554	50,3	236	17,2	80	5,2
<i>Langtermynlening</i>	400	36,4	385	28,0	778	50,9
<i>Langtermynkapitaal</i>	954	86,7	621	45,2	858	56,1
Krediteure.....	34	3,1	31	2,3	47	3,0
Lening van bank.....	29	2,6	507	36,9	318	20,8
Bankoortrekking.....	83	7,6	214	15,6	307	20,1
<i>Vlottende skulde</i>	146	13,3	752	54,8	672	43,9
<i>Totale laste</i>	1 100	100,0	1 373	100,0	1 530	100,0

⁽¹⁾ Met uitsluiting van Samba se buitebeleggings van R1,3 miljoen.

The above statement reveals the following outstanding features:

(i) The working assets of the association increased by about 40 per cent in two years, chiefly as a result of Samba's building which was erected in the centre of Bloemfontein at a cost of about R1,5 million. Total assets (including outside investments) increased by more than 60 per cent during the same period.

(ii) The amounts in outside investments, as percentages of the active assets of the association, are large, namely 61,0, 79,0 and 86,9 for the years 1967, 1968 and 1969, or 37,9, 44,1 and 46,5 of total assets respectively. These figures indicate that outside investments are tending to increase, a trend that is apparently also connected with the material increase in floating debt, namely from R146 000 in 1967 to R672 000 in 1969.

(iii) Samba's liquidity position is exceptionally weak. The floating debt amounts to about 10 times the amount in floating assets, namely R75 000, in the Association as such.

44. An analysis of Samba's outside investments shows a great increase in the value of quoted shares, as is revealed by the following table:

TABLE 3.—ANALYSIS OF SAMBA'S INVESTMENTS AS AT 15 AUGUST 1968 AND 15 AUGUST 1969

	15/8/68	15/8/69
	(R'000)	(R'000)
<i>Long-term—</i>		
<i>Shares—</i>		
Quoted at cost price.....	10	648
Unquoted.....	254	255
Building societies.....	146	145
<i>Staff housing loans.....</i>	46	40
<i>Income-tax levy.....</i>	2	2
<i>Short-term—</i>		
<i>Loans—</i>		
Floreat (Co-op) Ltd.....	180	238
Sundry.....	447	1
	1 085	1 329

45. The large amount of quoted shares in 1969 is noteworthy, namely R648 000 as against only R10 000 in 1968. These are Bank of the Orange Free State shares acquired at a cost price of about R3 each. Samba granted loans to the G.S.O. for the financing of its activities, *inter alia* for the Berekenaarsentrum, with the G.S.O. shares in the Bank of the Orange Free State as security. When the Sentrum was sold, Samba claimed the shares. Amongst other things, the short-term loan of R447 000 in 1968, was converted into the shareholding of R648 000.

Opvallende kenmerke wat deur die bogenoemde staat weerspieël word, is die volgende:

(i) Die bates in die vereniging werksaam het oor twee jaar met sowat 40 persent toegeneem, hoofsaaklik as gevolg van Samba se gebou wat teen 'n koste van sowat R1,5 miljoen in die middestad van Bloemfontein opgerig is. Totale bates (insluitende buitebeleggings) het gedurende dieselfde tydperk met meer as 60 persent toegeneem.

(ii) Die bedrae aan buitebeleggings, as persentasies van bates binne die vereniging werksaam, is groot, naamlik 61,0, 79,0 en 86,9 vir die jare 1967, 1968 en 1969, of 37,9, 44,1 en 46,5 van totale bates onderskeidelik. Hierdie syfers dui daarop dat buitebeleggings neig om toe te neem. Blykbaar hang dit ook saam met die groot toename in die vlottende skuld, naamlik vanaf R146 000 in 1967 tot R672 000 in 1969.

(iii) Samba se likwiditeitsposisie is buitengewoon swak. Die vlottende skuld beloop bykans 10 maal die bedrag aan vlottende bates, nl. R75 000, wat in die koopvereniging as sodanig aanwesig is.

44. 'n Ontleding van Samba se buitebeleggings toon 'n groot toename in die waarde van genoteerde aandele, soos blyk uit die volgende tabel:

TABEL 3.—ONTLEDING VAN SAMBA SE BELEGGINGS SOOS OP 15 AUGUSTUS 1968 EN 15 AUGUSTUS 1969

	15/8/68	15/8/69
	(R'000)	(R'000)
<i>Langtermyn</i>		
<i>Aandele—</i>		
Genoteerd teen kosprys.....	10	648
Ongenoteerd.....	254	255
Bouverenigings.....	146	145
<i>Personeelbehuisingslenings.....</i>	46	40
<i>Inkomstebelastingheffing.....</i>	2	2
<i>Korttermyn</i>		
<i>Lenings—</i>		
Floreat (Koöp.) Bpk.....	180	238
Diverse.....	447	1
	1 085	1 329

45. Die groot bedrag van genoteerde aandele in 1969 is opvallend, nl. R648 000 teenoor slegs R10 000 in 1968. Dit is aandele van die Bank van die Oranje-Vrystaat wat teen 'n kosprys van sowat R3 elk bekom is. Samba het aan G.S.O. lenings verstrek vir die finansiering van sy bedrywighede, onder meer vir die Berekenaarsentrum, met die G.S.O. se aandele in die Bank van die Oranje-Vrystaat as sekuriteit. Met die verkoop van die Sentrum het Samba die aandele opgeëis. Die korttermynlening van R447 000 in 1968, is o.a. ook omgeskep in die aandeelhouding van R648 000.

(v) *Operating results*(a) *Samba*

46. The following table indicates Samba's operating results for the last three years for which financial statements were available:

(v) *Bedryfsresultate*(a) *Samba*

46. Die volgende tabel toon Samba se bedryfsresultate vir die jongste drie jare waarvoor finansiële state beskikbaar was:

TABLE 4.—ANALYSIS OF SAMBA'S OPERATING RESULTS FOR THE THREE FINANCIAL YEARS 1967-1969, ENDED ON 15 AUGUST OF EACH YEAR

	1967		1968		1969	
	R'000	%	R'000	%	R'000	%
<i>Analysis of expenses</i>						
Rental paid.....	6	0,8	13	1,7	12	1,5
Interest paid.....	23	3,2	44	5,7	61	7,5
Computer fees.....	—	—	23	2,9	21	2,6
Salaries and wages.....	56	7,8	47	6,1	47	5,8
Other administrative expenses.....	35	4,8	32	4,1	38	4,6
<i>Total expenses.....</i>	<i>120</i>	<i>16,6</i>	<i>159</i>	<i>20,5</i>	<i>179</i>	<i>22,0</i>
Balance available for bonuses.....	603	83,4	618	79,5	632	78,0
<i>Total revenue.....</i>	<i>723</i>	<i>100,0</i>	<i>777</i>	<i>100,0</i>	<i>811</i>	<i>100,0</i>
<i>Analysis of revenue—</i>						
Collection fees.....	638	88,2	644	82,9	689	85,0
Commission (agencies, etc.).....	21	2,9	20	2,6	21	2,6
Raising fees, guarantees, housing loans.....	9	1,2	8	1,0	9	1,1
Interest received—						
Members' accounts.....	2	0,3	2	0,3	5	0,6
Outside investments.....	37	5,1	57	7,3	74	9,1
Profit on rental of building.....	12	1,7	36	4,6	7	0,9
Other.....	4	0,6	10	1,3	6	0,7
<i>Total revenue.....</i>	<i>723</i>	<i>100,0</i>	<i>777</i>	<i>100,0</i>	<i>811</i>	<i>100,0</i>
<i>Trade account for year ending 15 August—</i>						
Sales by contractors.....	8 418	100,0	8 771	100,0	9 389	100,0
Payments to contractors.....	7 780	92,42	8 127	92,66	8 700	92,66
<i>Collection fees to Samba.....</i>	<i>638</i>	<i>7,58</i>	<i>644</i>	<i>7,34</i>	<i>689</i>	<i>7,34</i>

TABEL 4.—ONTLEDING VAN SAMBA SE BEDRYFSRESULTATE VIR DRIE BOEKJARE 1967-1969, GEËINDIG OP 15 AUGUSTUS VAN ELKE JAAR

	1967		1968		1969	
	R'000	%	R'000	%	R'000	%
<i>Ontleding van koste</i>						
Huur betaal.....	6	0,8	13	1,7	12	1,5
Rente betaal.....	23	3,2	44	5,7	61	7,5
Berekenaarsgelde.....	—	—	23	2,9	21	2,6
Salarisse en lone.....	56	7,8	47	6,1	47	5,8
Ander administrasiekoste.....	35	4,8	32	4,1	38	4,6
<i>Totale koste.....</i>	<i>120</i>	<i>16,6</i>	<i>159</i>	<i>20,5</i>	<i>179</i>	<i>22,0</i>
<i>Saldo beskikbaar vir bonus.....</i>	<i>603</i>	<i>83,4</i>	<i>618</i>	<i>79,5</i>	<i>632</i>	<i>78,0</i>
<i>Totale inkomste.....</i>	<i>723</i>	<i>100,0</i>	<i>777</i>	<i>100,0</i>	<i>811</i>	<i>100,0</i>
<i>Ontleding van inkomste</i>						
Invorderingsgelde.....	638	88,2	644	82,9	689	85,0
Kommissie (agentskappe, ens.).....	21	2,9	20	2,6	21	2,6
Heffingsgelde, waarborge, behuisingslenings.....	9	1,2	8	1,0	9	1,1
Rente ontvang—						
Lederekeninge.....	2	0,3	2	0,3	5	0,6
Buitebeleggings.....	37	5,1	57	7,3	74	9,1
Wins op verhuur van gebou.....	12	1,7	36	4,6	7	0,9
Ander.....	4	0,6	10	1,3	6	0,7
<i>Totale inkomste.....</i>	<i>723</i>	<i>100,0</i>	<i>777</i>	<i>100,0</i>	<i>811</i>	<i>100,0</i>
<i>Handelsrekening vir jaar geëindig 15 Augustus</i>						
Verkope deur leweransiers.....	8 418	100,0	8 771	100,0	9 389	100,0
Betaling aan leweransiers.....	7 780	92,42	8 127	92,66	8 700	92,66
<i>Invorderingsgelde aan Samba.....</i>	<i>638</i>	<i>7,58</i>	<i>644</i>	<i>7,34</i>	<i>689</i>	<i>7,34</i>

47. The salient features of the above-named results for the period 1967-1969 are the following:

(1) The total increase in expenses from R120 000 to R179 000, or by about 50 per cent over two years, as against a revenue increase of R88 000, or only 12,2 per cent. As against this, total expenses as a percentage of total revenue rose from 16,6 to 22,0, i.e. by 5,4 per cent. The items showing the greatest increase were rental, from R6 000 to R12 000 (100 per cent), and interest paid, from R23 000 to R61 000 (165 per cent). As against this, salaries and wages dropped by 16 per cent, while other administrative expenses showed only a slight increase.

(2) The drop in *net* revenue from rentals of 1,7 per cent of total revenue in 1967 to 0,9 per cent in 1969. According to information submitted to the Board, this decrease is due to the enormously high maintenance costs of the new building, especially in connection with air-conditioning, without a corresponding increase in revenue from rentals. It is noteworthy that the rental for the area of 37 000 square feet occupied by Floreat is as low as 15 cent per square foot.

(3) The collection fees increased in value by 8 per cent, and represent 85 per cent of Samba's total revenue for 1969. Samba therefore obtained 15 per cent of its revenue for 1969 from other sources, as against just less than 12 per cent in 1967.

(4) The average collection fees paid by contractors, calculated as a percentage of their total sales to Samba members, amounted to 7,58, 7,34 and 7,34 for 1967, 1968 and 1969 respectively.

48. Disbursements to members, in proportion to total collection fees and members' purchases, over the three years, 1968, 1969 and 1970, are shown in the following table:

47. Die opvallende kenmerke van die bogenoemde resultate vir die periode 1967-1969, is die volgende:

(1) Die absolute styging in koste van R120 000 tot R179 000, of met sowat 50 persent oor twee jaar, teenoor 'n inkomstegroei van R88 000, of slegs 12,2 persent. Daarteenoor het totale koste as persentasie van totale inkomste gestyg van 16,6 tot 22,0 d.w.s. met 5,4 persent. Die poste wat die grootste styging getoon het, is huur, van R6 000 tot R12 000 (100 persent), en rente betaal, van R23 000 tot R61 000 (165 persent). Daarenteen het salarisse en lone met 16 persent gedaal, terwyl ander administrasiekoste slegs 'n geringe styging ondervind het.

(2) Die daling in *netto* huurinkomste van 1,7 persent van totale inkomste in 1967 tot 0,9 persent in 1969. Na die Raad meegedeel is, is hierdie afname te wyte aan die geweldige hoë koste van onderhoud van die nuwe gebou, veral met betrekking tot lugreëling, sonder 'n ooreenstemmende verhoging in huurinkomste. Dit is opvallend dat die huur vir die oppervlakte van 37 000 vk vt wat deur Floreat beslaan word, so laag as 15c per vk vt is.

(3) Die invorderingsgelde het in waarde met 8 persent toegeneem en verteenwoordig 85 persent van Samba se totale inkomste vir 1969. Samba het dus 15 persent van sy inkomste in 1969 uit ander bronne verkry, teenoor net minder as 12 persent in 1967.

(4) Die gemiddelde invorderingsgelde wat deur leweransiers betaal is, as persentasie van hul totale verkope aan Sambalede, het 7,58, 7,34 en 7,34 vir 1967, 1968 en 1969 onderskeidelik beloop.

48. Die uitbetalings aan lede oor die drie jare 1968, 1969 en 1970 in verhouding tot totale invorderingsgelde en lede se aankope, blyk uit die volgende tabel:

TABLE 5.—ANALYSIS OF DISBURSEMENTS OVER THREE YEARS IN PROPORTION TO (i) COLLECTION FEES, AND (ii) MEMBERS' PURCHASES

	1968			1969			1970		
	R'000	% i.r.o. (i)	% i.r.o. (ii)	R'000	% i.r.o. (i)	% i.r.o. (ii)	R'000	% i.r.o. (i)	% i.r.o. (ii)
Dividends on members' shares..	35	5,4	0,4	40	5,8	0,4	43	5,6	0,4
Bonuses (cash).....	466	72,4	5,3	500	72,6	5,3	560	73,2	5,3
Bonus shares.....	86	13,4	1,0	68	9,9	0,7	25	3,3	0,2
Total paid out.....	587	91,2	6,7	608	88,3	6,4	628	82,1	5,9
(i) Collection fees earned.....	644	100,0	7,3	689	100,0	7,3	765	100,0	7,3
(ii) Members' total purchases..	8 771		100,0	9 389		100,0	10 489		100,0

TABEL 5.—ONTLEDING VAN UITBETALINGS OOR DRIE JAAR IN VERHOUDING TOT (i) INVORDERINGSGELDE EN (ii) LEDE SE AANKOPE

	1968			1969			1970		
	R'000	% t.o.v. (i)	% t.o.v. (ii)	R'000	% t.o.v. (i)	% t.o.v. (ii)	R'000	% t.o.v. (i)	% t.o.v. (ii)
Dividend op lede se aandele....	35	5,4	0,4	40	5,8	0,4	43	5,6	0,4
Bonusse (kontant).....	466	72,4	5,3	500	72,6	5,3	560	73,2	5,3
Bonusaandele.....	86	13,4	1,0	68	9,9	0,7	25	3,3	0,2
Totaal uitbetaal.....	587	91,2	6,7	608	88,3	6,4	628	82,1	5,9
(i) Invorderingsgelde verdien...	644	100,0	7,3	689	100,0	7,3	765	100,0	7,3
(ii) Lede se totale aankope....	8 771		100,0	9 389		100,0	10 489		100,0

49. According to Table 5, the average total disbursements to members amounted to 87,2 per cent of the total collection fees for the three years concerned, which means that nearly 13 per cent of all collection fees earned, plus revenue from other sources, are needed for Samba's total administrative expenses. The considerable decrease in the percentage of annual disbursements since 1968, namely from 91,2 per cent to 82,1 per cent in 1970, is particularly noteworthy. Likewise, the total amount received by members, calculated as a percentage of their total purchases, dropped from 6,7 per cent to 5,9 per cent over the same period.

(b) *Floreat (Co-op) Ltd*

50. This undertaking operates as an ordinary department store, its services including the sale of groceries. Its total assets in 1969 amounted to approximately half a million rand. The move to Samba's modern building in March 1969, led to an increase of more than 80 per cent in investment. Stocks and fixed assets were largely responsible for this. In 1969, stocks comprised its most important asset, amounting to well over 60 per cent of all its assets, while fixed assets came to 18,3 per cent.

51. Floreat, with its own capital and associated capital of nearly 85 per cent, was soundly financed. By means of a long-term loan, Samba furnished about 50 per cent of the undertaking's financing. Floreat's liquidity position was sound.

52. During the period 1967-1969, Floreat's turnover increased by 70 per cent, as against a cost increase of 84 per cent. This trend contributed to a net loss in 1968 and 1969 which amounted to nearly R52 000 in the latter year.

53. Approximately half Floreat's turnover in 1969 went to Samba members, in respect of which an amount of R37 000 was paid as collection fees, calculated at 10 per cent on turnover. During the period 1967-1969 these collection fees amounted to an average of 15,6 per cent of Floreat's annual added costs. As against this, Floreat pays Samba a rental of only 15 per cent per square foot, which, according to evidence heard by the Board, must be regarded as inadequate. It was asserted that the standard of amenities, such as escalators, air-conditioning and the favourable situation of the building, justified a far higher rental in Bloemfontein.

54. Further reasons advanced for Floreat's poor financial results were that it experienced a transition period in the last few years and that business had to be carried on for some time in a half-finished building. After completion of the building, the fixed costs immediately rose sharply as a result of the large, more modern premises, while there was naturally only a gradual increase in turnover. On the other hand, it appears that Floreat never earned a reasonable return on its investment during the period under review.

55. The rate of turnover of Floreat's average investment was 1,79, 1,31 and 1,53 in 1967, 1968 and 1969 respectively, while the rate of turnover of stocks was 1,70, 1,28 and 1,96. It is the opinion of the Board that a store like Floreat should be able to turn over its stocks at least four times a year⁽¹⁾ and its total investment at least three times. It is clear, therefore, that the ratio in respect of Floreat is on the low side.

⁽¹⁾ See Feffrys, James B. *The Distribution of Consumer Goods*, Cambridge University Press, 1950, pp 307-337, and P. J. Verdoorn, *Het Commercieel Beleid by Verkoop en Inkoop*, in *Bedryfs-economische Monographien*, XXXIX. H. E. Stenfort Kroese NV., Leiden, 1964, p. 328.

49. Volgens Tabel 5 het die gemiddelde totale uitbetalings aan lede op 87,2 persent van die totale invorderingsgelde vir die betrokke drie jare te staan gekom, wat beteken dat bykans 13 persent van alle invorderingsgelde verdien plus inkomste uit ander bronne vir Samba se totale administrasie koste benodig word. Veral opvallend is die aansienlike afname in die persentasie van jaarlikse uitbetaling sedert 1968, naamlik van 91,2 persent tot 82,1 persent in 1970. Insgelyks het lede se totale ontvangste as persentasie van totale aankope van 6,7 persent tot 5,9 persent oor dieselfde tydperk gedaal.

(b) *Floreat (Koöp.) Bpk.*

50. Hierdie onderneming doen sake as 'n gewone afdelingswinkel en sy dienste het ook die verskaffing van kruidentersware ingesluit. Sy totale bates in 1969 was in die buurt van 'n halfmiljoen rand. Met die verskuiwing na Samba se moderne gebou in Maart 1969 het die belegging met oor die 80 persent toegeneem. Voorrade en vaste bates was grootliks hiervoor verantwoordelik. Voorrade was in 1969 die belangrikste bate en het ruim 60 persent van alle bates beloop, terwyl vaste bates op 18,3 persent te staan gekom het.

51. Floreat se finansiering was gesond, met 'n eie en verwante kapitaal van by die 85 persent. Samba het deur middel van 'n langtermynlening sowat 50 persent van die finansieringsmiddele van die onderneming verskaf. Die likwiditeitsposisie was gesond.

52. Floreat se omset het in die tydperk 1967-1969 met 70 persent toegeneem, teenoor 'n toename in koste van 84 persent. Hierdie neiging het bygedra tot 'n netto verlies in 1968 en 1969, wat in laasgenoemde jaar by die R52 000 beloop het.

53. Sowat die helfte van Floreat se omset in 1969 was aan Sambalede, waarop 'n bedrag van R37 000 as invorderingsgelde, bereken teen 10 persent op omset, betaal is. Gedurende die tydperk 1967-1969 het hierdie invorderingsgelde gemiddeld 15,6 persent van Floreat se jaarlikse toegevoegde koste beloop. Aan die ander kant betaal Floreat aan Samba 'n huur van slegs 15 sent per vierkante voet, wat volgens getuieis voor die Raad gelewer, as ontoereikend beskou moet word. Daar is beweer dat die gehalte van die fasiliteite, soos roltrappe en lugreëling en die gunstige ligging van die gebou, 'n veel hoër huur in Bloemfontein regverdig.

54. Ander redes aangegee vir Floreat se swak finansiële resultate is dat dit die afgelope jare in 'n oorgangstadium was en sake vir 'n tydperk in 'n halfklaar gebou behartig moes word. Ná voltooiing van die gebou het die vaste koste as gevolg van die groter, moderner perseel onmiddellik skerp gestyg terwyl die omset natuurlikerwys geleidelik toeneem. Aan die ander kant blyk dit dat Floreat gedurende die tydperk onder beskouing nooit 'n redelike rendement op sy belegging verdien het nie.

55. Die omsetsnelheid van Floreat se gemiddelde belegging was 1,79, 1,31 en 1,53 ten opsigte van 1967, 1968 en 1969 onderskeidelik, terwyl die omsetsnelheid van voorrade 1,70, 1,28 en 1,96 was. Na die Raad se mening behoort die voorrade van 'n winkel soos Floreat sowaar vier keer per jaar⁽¹⁾ omgesit te kan word en die totale belegging minstens drie keer. Dit is derhalwe duidelik dat die verhoudingsgetalle ten opsigte van Floreat aan die swak kant is.

⁽¹⁾ Kyk Jefferys, James B., *The Distribution of Consumer Goods*, Cambridge University Press, 1950, bl. 307-337, en P. J. Verdoorn, *Het Commercieel Beleid by Verkoop en Inkoop*, in *Bedryfs-economische Monographien*, XXXIX, H. E. Stenfort Kroese NV., Leiden, 1964, bl. 328.

(c) Gekonsolideerde Sentrale Ondernemersgroep (Edms.) Bpk.

56. Samba, Floreat and the Bank of the Orange Free State initially each owned a one-third share in this group, but at present the group belongs only to Samba and Floreat.

57. An analysis of the group's financial statements revealed an accumulated loss of close on half a million rand and long-term loans to the value of almost R0,7 million.

58. According to Samba's annual report for 1970, all the assets in this group, except the two filling stations, have now been disposed of in accordance with Samba's policy of consolidation.

(d) Conclusion

59. Except where Samba acted purely as a buy-aid association, its business activities mostly sustained losses. These losses must necessarily be made good from revenue which could otherwise have been divided among its members.

SAFIN TRUST (PROPRIETARY) LTD**(i) Establishment**

60. The company was registered on 19 July 1966, but began doing business in Bloemfontein as an "open" buy-aid association only a year later. Its growth, judging by its membership, number of contractors and financial position, has to date been disappointing.

(ii) Membership

61. The company had 405 members in 1968, as against 309 in 1969 and 236 in 1970. This lack of interest is ascribed to its lack of important contractors. The relatively large number of members whose accounts were closed in 1968 because of default of payment, and the considerable number of bad debts that had to be written off, as revealed by the financial statements, give rise to the assumption that the company has not yet succeeded in attracting a sufficient number of creditworthy Bloemfontein citizens.

(iii) Contractors

62. In 1968, 1969 and 1970, the company had only 52, 57 and 43 business undertakings which were contractors.

(iv) Financial position

63. An analysis of Safin's financial statements for 1969 and 1970 revealed that losses were sustained in both years and that accumulated losses amounted to about R6 000. The liquidity position of the company is, however, fair. Discounts received constituted its main source of revenue, namely R7 874 and R7 816, of which amounts 71,5 and 87,1 per cent respectively were distributed to its members.

64. The growth of the company has been particularly slow to date, with a negative return on total investment of 15,8 per cent and 8,8 per cent for the financial years 1969 and 1970 respectively.

(v) Conclusion

65. It would appear at this stage that Safin's prospects of developing into a profitable, viable undertaking in the first place largely depend on whether it can succeed in enlisting reputable business undertakings as contractors and attracting a far greater number of the public as members.

(c) Gekonsolideerde Sentrale Ondernemersgroep (Edms.) Bpk.

56. Aanvanklik het Samba, Floreat en die Bank van die Oranje-Vrystaat elk 'n aandeel van een-derde in hierdie groep besit, maar tans behoort dit slegs aan Samba en Floreat.

57. 'n Ontleding van die groep se finansiële state het 'n opgehoopte verlies van bykans 'n halfmiljoen rand en langtermynlenings van byna R0,7 miljoen getoon.

58. Volgens Samba se jaarverslag vir 1970 is al die bates in hierdie groep, met die uitsondering van die twee vulstasies, ooreenkomstig Samba se konsolidasiebeleid nou van die hand gesit.

(d) Gevolgtrekking

59. Behalwe waar Samba bloot as koopvereniging opgetree het, het sy sakebedrywigheede meesal verliese gely. Hierdie verliese moet noodwendig te goed gemaak word uit inkomste wat andersins onder lede verdeel kon

SAFIN TRUST (EIENDOMS) BEPERK**(i) Ontstaan**

60. Die maatskappy is op 19 Julie 1966 geregistreer maar het eers 'n jaar daarna as 'n "oop" koopvereniging in Bloemfontein begin sake doen. Sy groei sedertdien, gemeet aan sy ledetal, aantal leweransiers en finansiële posisie, was tot dusver teleurstellend.

(ii) Lidmaatskap

61. Die maatskappy het 405 lede in 1968 gehad, teenoor 309 in 1969 en 236 in 1970. Die gebrek aan belangstelling word gewyt aan die afwesigheid van belangrike leweransiers. Die relatief groot aantal lede wie se rekenings in 1968 weens wanbetaling gesluit is en die aansienlike afskrywings vir oninbare skulde wat uit die finansiële state geblyk het, laat die vermoede ontstaan dat die maatskappy nog nie daarin geslaag het om genoeg kredietwaardige inwoners van Bloemfontein as lede te trek nie.

(iii) Leweransiers

62. Die maatskappy het in 1968, 1969 en 1970 onderskeidelik slegs 52, 57 en 43 sake as leweransiers gehad.

(iv) Finansiële toestand

63. 'n Ontleding van Safin se finansiële state vir 1969 en 1970 het getoon dat in beide jare verliese gely is en dat opgehoopte verliese op sowat R6 000 te staan gekom het. Die maatskappy se likwiditeitsposisie is egter redelik. Kortings ontvang was die belangrikste inkomste, naamlik R7 874 en R7 816, waarvan 71,5 en 87,1 persent onderskeidelik aan lede uitgekeer is.

64. Die maatskappy het tot dusver besonder stadig gegroei, met 'n negatiewe rendement op totale belegging van 15,8 persent en 8,8 persent vir die boekjare 1969 en 1970 onderskeidelik.

(v) Gevolgtrekking

65. In hierdie stadium wil dit voorkom asof Safin se vooruitsigte om in 'n winsgewende, lewensvatbare onderneming te ontwikkel, in die eerste plaas grootliks daarvan afhang of hy daarin kan slaag om in die toekoms gesiene sakeondernemings as leweransiers te werf en 'n veel groter aantal lede van die publiek as lede te trek.

CHAPTER III

CREATION OF MONOPOLISTIC CONDITIONS BY BUY-AID ASSOCIATIONS IN BLOEMFONTEIN

INTRODUCTION

66. In this Chapter, the conditions which arose as a result of the activities of buy-aid associations in Bloemfontein are examined more closely in order to determine whether monopolistic conditions in terms of the Act⁽¹⁾ have been created thereby. The discussion is largely based on the oral and written evidence given to the Board in the course of the investigation, and is concerned with those aspects laid before the Board by certain interested parties, or which are, in the opinion of the Board, relevant to the investigation, including the factual data furnished in the first two chapters of this Report.

67. The policy aspects requiring attention may be considered under the headings membership, contractors, the marking of articles, collection fees and trading activities. Since, however, these policy aspects are essentially determined by the market structure, and in fact arise from it, this is an aspect which must be examined first of all.

MARKET STRUCTURE OF BUY-AID ASSOCIATIONS IN BLOEMFONTEIN

68. As has been shown, there are two buy-aid associations operating in Bloemfontein, namely Samba and Safin. The market structure can, however, hardly be regarded as a true duopoly, since there is such a great difference in their share of the market and scope of activities that Samba at this stage experiences little competition from Safin. It is consequently Samba in particular, as the dominant undertaking, which, because of its economic power, it is in a position to follow a policy and to create conditions which are responsible for monopolistic conditions in terms of the Act.

69. While Samba, with an annual turnover exceeding R10 million, is not the largest buy-aid association in the country—there are at least two associations in Pretoria which exceed this amount by close on R3 million annually—its influence and power in the economic life of Bloemfontein are, proportionately, indubitably far greater than those of any South African buy-aid association within its particular geographical area. Whereas Pretoria has eight buy-aid associations altogether, with a total annual turnover of just over R40 million, out of a total

(1) In terms of section 2 (1) of the Act, a monopolistic condition is—

- “(a) every agreement, arrangement or understanding, whether legally enforceable or not, between two or more persons;
- (b) every business practice or method of trading, including any method of fixing prices;
- (c) every act or omission on the part of any person, whether acting independently or in concert with any other person; and
- (d) every situation arising out of the activities of any person or class or group of persons,

which, by directly or indirectly restricting competition, has or is calculated to have the effect of—

- (i) restricting the output or disposal of any commodity; or
- (ii) limiting the facilities available for the production or distribution of any commodity; or
- (iii) enhancing or maintaining prices; 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 or industry; or
- (vii) preventing or retarding the adjustment of any branch of trade or industry to changing circumstances.”

HOOFSTUK III

DIE SKEPPING VAN MONOPOLISTIESE TOESTANDE DEUR DIE KOOPVERENIGINGS TE BLOEMFONTEIN

INLEIDING

66. In hierdie hoofstuk word die toestande wat as gevolg van die bedrywighede van koopverenigings in Bloemfontein ontstaan het van nader beskou ten einde te bepaal of monopolistiese toestande ingevolge die Wet⁽¹⁾ daardeur geskep is. Die besprekings is grootliks gebaseer op die mondelinge en skriftelike getuienis wat tydens die ondersoek aan die Raad gelewer is, en het betrekking op daardie aspekte wat deur sekere belanghebbendes aanhangig gemaak is of wat na die Raad se oordeel vir die ondersoek ter sake is, insluitende die feitelike gegewens vervat in die eerste twee hoofstukke van hierdie verslag.

67. Die aspekte van beleid wat aandag vereis, kan onder die hoofde lidmaatskap, leweransiers, die merk van artikels, invorderingsgelde en handelsaktiwiteite oorweeg word. Aangesien hierdie beleidsaspekte egter wesenlik deur die markstruktuur bepaal word en eintlik daaruit voortvloei, is dit 'n aspek waarop die aandag allereers gevestig moet word.

MARKSTRUKTUUR VAN KOOPVERENIGINGS TE BLOEMFONTEIN

68. Soos aangetoon, is twee koopverenigings in Bloemfontein bedrywig, t.w. Samba en Safin. Die markstruktuur kan egter kwalik as 'n egte duopolie beskou word aangesien die verskil in marktaandeel en omvang van aktiwiteite so groot is dat Samba in hierdie stadium weinig mededinging van Safin ondervind. Dit is derhalwe veral Samba, as dominante onderneming, wat vanweë sy ekonomiese mag in staat is om 'n beleid te volg en 'n toestand teweeg te bring wat vir monopolistiese toestande ingevolge die Wet verantwoordelik is.

69. Hoewel Samba, met 'n jaarlikse omset van meer as R10 miljoen, nie die grootste koopvereniging in die land is nie—in Pretoria is daar minstens twee wat hierdie bedrag met by die R3 miljoen per jaar oorskry—is sy invloed en mag in die ekonomiese lewe van Bloemfontein na verhouding beslis veel sterker as dié van enige ander Suid-Afrikaanse koopvereniging binne sy bepaalde geografiese gebied. Waar Pretoria oor altesaam agt koopverenigings beskik met 'n totale jaarlikse omset van net meer as R40 miljoen per jaar uit 'n totale kleinhandels-

(1) Ingevolge artikel 2 (1) van die Wet is 'n monopolistiese toestand—

- “(a) elke ooreenkoms, reëling of verstandhouding hetsy wetlik afdwingbaar al dan nie, tussen twee of meer persone;
- (b) elke besigheidspraktyk of handelsmetode, met inbegrip van enige metode om pryse vas te stel;
- (c) elke handling of versuim deur enigiemand, hetsy hy onafhanklik dan wel tesame met iemand anders optree; en
- (d) elke toestand wat uit die bedrywighede van enige persoon of klas of groep persone ontstaan,

wat, deurdat dit mededinging regstreeks of onregstreeks beperk, die uitwerking het of bereken is om—

- (i) die opbrengs of afset van handelsware te beperk; of
- (ii) die fasiliteite beskikbaar vir die produksie of distribusie van handelsware in te kort; of
- (iii) pryse te verhoog of te handhaaf; of
- (iv) die produksie of distribusie van handelsware op die mees doeltreffende en ekonomiese manier te verhoed; of
- (v) die ontwikkeling of invoering van tegniese verbeterings of die uitbreiding van bestaande of skepping van nuwe markte te verhoed of te vertraag; of
- (vi) die toetreding van nuwe produsente of distribueerders tot enige tak van die handel of nywerheid te verhoed of te beperk; of
- (vii) die aanpassing van enige tak van die handel of nywerheid by veranderde toestande te verhoed of te vertraag.”

retail trade turnover of R185 million, i.e. 21,6 per cent of the total, the turnover of buy-aid associations in Bloemfontein amounts to close on 15 per cent of the total retail trade turnover, and for all practical purposes this entire figure is attributable to Samba. Samba may therefore be regarded as a dominant undertaking, and one which approaches very closely to the economic concept of a true monopoly.

70. As the Board has already pointed out in previous reports⁽¹⁾, the Regulation of Monopolistic Conditions Act was not aimed at the existence of a monopolistic market form as such, but was concerned with the manner in which economic power was applied. Similarly, economic size does not in itself constitute a *de jure* monopolistic condition. It remains true, however, that the mere possession of great economic power makes malpractice possible and often gives rise to complaints in this connection. A large economic unit having actual monopolistic powers is often in a position to, and might be tempted to, abuse these powers and to follow practices which lead to the creation of monopolistic conditions in terms of the Act.

71. In the discussion of the activities of buy-aid associations in Bloemfontein in the light of possible creation of monopolistic conditions, attention will be given, *inter alia*, to the actions of Samba which might be aimed at maintaining its own position of economic power by, on the one hand, preventing the development of competitive buy-aid associations and on the other hand, maintaining and strengthening its bargaining power *vis-à-vis* contractors.

MEMBERSHIP

72. Both associations apparently regard creditworthiness as the decisive criterion for the acceptance of a member, and the Board has received no representations regarding refusal to accept members of about alleged unwarranted termination of membership. That enquiries are in fact made about prospective members before they are accepted is, however, apparent from the number of persons who are refused membership every year. In the three years leading up to 1969, Samba for instance rejected an average of 140 applications every year as against the 35 rejected annually by Safin. The average number of suspensions amounted to 160 and 16 annually for the same period, for the most part on the grounds of unsatisfactory settlement of accounts.

73. The most important obligations undertaken by members are to settle accounts promptly, not to exceed the monthly purchasing restriction and not to allow non-members to buy on their accounts. In addition, Samba members are obliged to join a group life insurance scheme of R200 at a premium of R2 per annum and, unless they definitely chose not to do so, to join Samba's Funeral Provident Fund. Safin members, again, must undertake to save at least R1 a month with the company, up to an amount equal to their monthly purchasing restriction. The amount thus saved is interest-bearing and is immediately repaid on termination of membership provided the member does not owe the association any money. As in the case of Samba's obligatory insurance, this arrangement is in the first place aimed at ensuring the settlement of the member's account in unforeseen circumstances and benefits the member as well as the association.

⁽¹⁾ See particularly Board of Trade and Industries, Report 1071 (M), par. 63.

omset van R185 miljoen, dit wil sê, 21,6 persent van die totaal, beloop die omset van koopverenigings in Bloemfontein bykans 15 persent van die totale kleinhandelsomset, en vir alle praktiese doeleindes staan hierdie syfer geheel-en-al agter Samba se naam. Samba kan dus as 'n dominante onderneming, en een wat baie na aan die ekonomiese begrip van 'n suiwer monopolis kom, beskou word.

70. Soos die Raad reeds in vorige verslae⁽¹⁾ aangeleen het, is die Wet op Reëling van Monopolistiese Toestande nie teen die bestaan van 'n monopolistiese markvorm as sodanig gerig nie, maar het dit te doen met die wyse waarop ekonomiese mag aangewend word. Insgelyks is ekonomiese grootte op sigself nie 'n *de jure* monopolistiese toestand nie. Dit is egter so dat die blote besit van groot ekonomiese mag misbruik moontlik maak en dikwels tot klagtes daarvoor aanleiding gee. Die groot ekonomiese eenheid met sy werklike monopolismag is dikwels in die geleentheid, en versoeking, om sodanige mag te misbruik en praktyke te beoefen wat tot die ontstaan van monopolistiese toestande ingevolge die Wet lei.

71. In die bespreking van aktiwiteite deur koopverenigings te Bloemfontein met die oog op die moontlike skepping van monopolistiese toestande sal onder meer gelet word op optrede aan die kant van Samba wat daarop gemik kan wees om sy eie ekonomiese magposisie te handhaaf deur aan die een kant die ontwikkeling van mededingende koopverenigings te verhinder en aan die ander kant sy bedingingsvermoë teenoor sy leweransiers te handhaaf en te versterk.

LIDMAATSKAP

72. Kredietwaardigheid is blykbaar by beide verenigings die deurslaggewende vereiste vir aanvaarding as lid en die Raad het geen vertoë ontvang oor weiering om persone as lede te aanvaar of oor beweerde ongeregverdigde beëindiging van lidmaatskap nie. Dat daar wel navraag oor lede gedoen word vóór aanvaarding, blyk uit die getalle aan wie elke jaar lidmaatskap geweier word. So het Samba gedurende die drie jaar tot 1969 gemiddeld 140 persone se aansoeke elke jaar afgekeur teenoor 35 per jaar deur Safin. Die gemiddelde aantal skorsings was onderskeidelik 160 en 16 per jaar in dieselfde tydperk, meesal op grond van swak betaling van rekeninge.

73. Die belangrikste verpligting wat lede onderneem, is om rekeninge stiptelik te betaal, om nie sonder vooraf toestemming die maandelikse beperking op aankope te oorskry nie en om nie toe te laat dat nie-lede op hul rekeninge koop nie. Samba lede moet ook groeplewensversekering van R200 teen 'n premie van R2 per jaar aangaan en tensy hulle beslis verkies om nie daaraan deel te hê nie, lid word van Samba se Begrafnisbystandsfonds. Safin lede weer, moet onderneem om ten minste R1 per maand by die maatskappy te spaar tot 'n bedrag gelyk aan hulle maandelikse aankoopbeperking. Die bedrag aldus gespaar is rentedraend en word by beëindiging van lidmaatskap onmiddellik terugbetaal indien die lid geen bedrag aan die maatskappy verskuldig is nie. Soos in die geval van Samba se verpligte groepversekering is hierdie reëling in die eerste instansie bedoel om die betaling van die lid se rekening in onvoorsiene omstandighede te verseker en is dit tot voordeel van sowel die lid as die Vereniging.

⁽¹⁾ Kyk veral Raad van Handel en Nywerheid, Verslag 1071 (M) par. 63.

74. The rules of both associations allow their members also to become members of any other buy-aid association or similar organisation. The Board has no knowledge of any member of a buy-aid association in Bloemfontein who was debarred from joining a similar organisation or on whom pressure was brought to bear not to do so.

75. As regards Samba's funeral provident fund, the Board was assured that Samba does not refuse applications for membership if the applicants do not wish to belong to the fund. The Board received no complaints or representations in this connection from interested bodies such as insurance companies or undertakers.

76. In the light of the above remarks, it is the opinion of the Board that the policy of the Bloemfontein buy-aid associations with regard to the granting of, and conditions for, membership is not responsible for a monopolistic condition in terms of the Act.

CONTRACTORS

77. The aspect about which the Board received the most numerous objections and the strongest representations was the policy of buy-aid associations in respect of the appointment of contractors and the renewal of their contracts. The Board consequently considers it necessary to discuss each association's policy in this respect separately.

(i) Samba

78. Three aspects of Samba's policy with regard to contractors require consideration, namely method of appointment, stipulations regarding cash discount, and other conditions.

(a) Method of appointment

79. Unlike buy-aid associations in general, Samba follows a policy in the appointment of contractors according to which the number of contractors in the various branches of commerce is deliberately limited. By this is meant that business undertakings are not accepted purely according to an objective assessment of the nature of the facilities they provide as contractors⁽¹⁾. Appointments are made yearly according to a tender system, and according to the Association's written submission, contractors are appointed as follows:

"Tenders are considered group by group, and, according to need, as many contractors as are considered desirable are appointed in each group for the following year or two. No hard-and-fast rules are laid down, by means of decisions or otherwise, according to which contractors are appointed or reappointed." (Underlined by Board) (translation).

Considerations which the Association regards as important are briefly the following:

(i) The collection fees must be high enough to be sufficiently advantageous to Samba.

(ii) The standing of the undertaking must be such that its appointment as a contractor to the Association will be a recommendation.

(iii) The undertaking must be reasonably well established and sound.

(iv) The undertaking must meet specific needs in regard to goods, services and/or area.

⁽¹⁾ This policy according to which contractors are appointed will henceforth be referred to as exclusiveness.

74. Die reëls van beide verenigings laat lede toe om ook lid te word van enige ander koopvereniging of dergelike organisasie. Die Raad dra geen kennis van enige lid van 'n koopvereniging in Bloemfontein wat belet is om hom by 'n ander dergelike organisasie aan te sluit of op wie druk uitgeoefen is om dit nie te doen nie.

75. Wat Samba se Begrafnisbystandsfonds betref, is die Raad verseker dat aansoeke om lidmaatskap van Samba nie geweier word omdat aansoekers nie aan die Fonds wil deelneem nie. Die Raad het ook geen klagte of vertoë in hierdie verband van belanghebbendes, soos versekeringsmaatskappye of begrafnisondernemers, ontvang nie.

76. In die lig van die bogenoemde opmerkings, is dit die Raad se mening dat die koopverenigings te Bloemfontein se beleid met betrekking tot die verlening en voorwaardes van lidmaatskap nie vir 'n monopolistiese toestand ingevolge die Wet verantwoordelik is nie.

LEWERANSIERS

77. Koopverenigings se beleid met betrekking tot die aanstelling van leweransiers en die hernuwing van leweransierskontrakte, was die aspek waaroor die Raad die meeste besware en sterkste vertoë ontvang het. Die Raad beskou dit derhalwe nodig om elke vereniging se beleid hieromtrent afsonderlik te bespreek.

(i) Samba

78. Drie aspekte van Samba se beleid met betrekking tot leweransiers verdien die aandag, te wete, wyse van aanstelling, bepalinge ten opsigte van kontantafslag en ander voorwaardes.

(a) Wyse van aanstelling

79. Anders as koopverenigings in die algemeen, volg Samba 'n beleid ten opsigte van die aanstelling van leweransiers waarvolgens die aantal leweransiers in die onderskeie vertakkinge van die handel doelbewus beperk word. Hiermee word bedoel dat ondernemings nie bloot volgens 'n objektiewe beoordeling van die aard van hul fasiliteite as leweransiers aanvaar word nie.⁽¹⁾ Aanstelling geskied jaarliks volgens 'n tenderstelsel en die Vereniging beskryf die wyse van aanstelling in sy skriftelike voorlegging aan die Raad soos volg:

"Tenders word groep vir groep behandel en volgens behoefte word soveel leweransiers in elke groep vir die volgende jaar of twee benoem as wat wenslik geag word. Daar is nie by wyse van besluite of andersins vaste reëls neergelê waarvolgens kontrakteurs aangestel of heraangetel word nie." (Deur Raad onderstreep).

Oorwegings wat die Vereniging as belangrik beskou, is kortliks die volgende:

(i) Die invorderingsgeld moet hoog genoeg wees om voldoende voordeel vir Samba in te hou.

(ii) Die onderneming moet van so 'n gehalte wees dat sy benoeming as leweransier vir die Vereniging 'n aanbeveling sal wees.

(iii) Die onderneming moet redelik stabiel en gevestigd wees.

(iv) Die onderneming moet in 'n spesifieke behoefte voorsien wat goedere, diens en/of omgewing betref.

⁽¹⁾ Na hierdie beleid by die aanstelling van leweransiers, sal voortaan as eksklusiwiteit verwys word.

(v) Healthy trade competition must be maintained. (The Association believes that the appointment of too many contractors must be strictly guarded against, since competition by non-contractors is necessary to prevent the surreptitious raising of price levels in an attempt to make good the amount of the collection fees.)

(vi) Contractors must be prevented from forming groups which might lead to a refusal to continue as contractors, or from taking collective action in respect of the rate of collection fees against which tenders are made.

(vii) The contract must always be worthwhile to the contractor. Here the following principles apply:

(a) The competition experienced from co-contractors must be of such a nature that his own turnover is sufficient to ensure for him the advantages he expects in exchange for the collection fees;

(b) his contract must be so important to him that it encourages him to render good services. As a *quid pro quo* the Association will then protect him from the "excessive competition" entailed by too many contractors.

80. When the question of the renewal of existing contracts is raised, it is assumed that the tenders of these undertakings have already been approved in accordance with the above-mentioned considerations. The renewal of contracts is consequently approved forthwith, but the Association nevertheless lays down certain criteria, which are described as follows in its written submission:

(i) The terms of the tender must be acceptable.

(ii) The service provided for the members by the contractors must be satisfactory. If members submit complaints about a contractor, the renewal of his contract might very easily be affected.

(iii) It is also important to ensure that the price level maintained by the dealer does not deviate from the normal. Prices are continually compared to ensure that members are not being exploited.

(iv) If the contractor's turnover shows a tendency to decline, afterwards becoming almost negligible, or if his attitude and actions *vis-à-vis* Samba are unsatisfactory, these facts might constitute considerations that might make the renewal of the contract unacceptable. (Translation.)

81. According to information submitted by Samba, it rejected 99 new applications for contracts in the course of the past four years, while the application for renewal of 17 existing contracts were refused, namely 10 in 1968 and 7 in 1969. No applications for renewal were refused during the previous two years. The Board ascertained furthermore that 13 of the 17 contractors whose applications for renewal were unsuccessful, applied during the period of their contracts with Samba, also to contract with another buy-aid association, namely Safin. During the hearing of the oral evidence in Bloemfontein, representatives of Samba in fact told the Board frankly that the application of the contractors concerned also to contract with another buy-aid association was the reason for Samba's refusal to renew their contracts. At the same time it was affirmed that Samba was not prepared "to share contractors" and that the contract of any contractor who joined Safin or other buy-aid associations would also be terminated.

(v) Gesonde mededinging moet in die handel behou word. (Die Vereniging glo dat streng gewaak moet word teen die aanstelling van te veel leweransiers omdat mededinging van nie-leweransiers nodig is om te verhoed dat pryspeile onopsigtelik verhoog word in 'n poging om die bedrag van die invorderingsgeld te verhaal).

(vi) Leweransiers moet verhoed word om groepe te vorm wat moontlik kan lei tot weiering om verder as leweransiers op te tree of om saam te span in verband met die hoogte van die invorderingsgeld waarteen getender word.

(vii) Die kontrak moet altyd vir die leweransier die moeite werd wees. Hier geld die volgende beginsels:

(a) die mededinging van mede-leweransiers moet van so 'n aard wees dat sy eie omset voldoende is om hom die voordeel te besorg wat hy in ruil vir die invorderingsgeld verwag; en

(b) die leweransier se kontrak moet vir hom soveel beteken dat dit hom aanspoor om goeie diens te lewer. As 'n *quid pro quo* beskerm die Vereniging hom dan teen die "oormatige mededinging" van te veel leweransiers.

80. Wanneer hernuwing van bestaande leweransierskontrakte tersprake kom, word aanvaar dat hierdie sake se tenders reeds in ooreenstemming met die bogenoemde oorweginge gekeur is. Hernuwing word dus gewoonlik sonder meer goedgekeur, maar die Vereniging stel tog 'n paar vereistes, wat hy soos volg in sy skriftelike voorlegging beskryf:

"(i) Die terme van die tender moet weer aanneemlik wees.

(ii) Die diens wat lede van die leweransiers ontvang het, moet bevredigend wees. As lede klagtes omtrent 'n kontrakteur ingedien het, kan dit baie maklik hernuwing van sy kontrak beïnvloed.

(iii) Dit is ook belangrik om te weet dat die pryspeil wat die handelaar handhaaf, nie van die normale afwyk nie. Daar word gedurig 'n vergelyking van pryse gemaak om te verseker dat lede nie uitgebuit word nie.

(iv) As die kontrakteur se omset 'n dalende neiging toon en naderhand byna onbenullig word, of as sy houding en optrede teenoor Samba onbevredigend is, mag dit oorweginge wees wat die hernuwing van die kontrak onaanneemlik maak."

81. Volgens inligting wat Samba aan die Raad verstrek het, het hy gedurende die afgelope vier jaar 99 nuwe aansoeke om leweransierskontrakte van die hand gewys, terwyl hernuwingsaansoeke van 17 bestaande leweransiers geweier is, naamlik 10 in 1968 en sewe in 1969. Geen aansoeke om hernuwing is gedurende die voorafgaande twee jaar geweier nie. Voorts het die Raad vasgestel dat 13 van die 17 leweransiers wie se aansoeke om hernuwing nie suksesvol was nie, tydens die duur van hul kontrakte met Samba aansoek gedoen het om ook as leweransiers van 'n ander koopvereniging, te wete Safin, op te tree. Verteenwoordigers van Samba het dan ook tydens die lewering van mondelinge getuienis te Bloemfontein onomwonde teenoor die Raad verklaar dat die betrokke leweransiers se aansoeke om ook leweransiers van 'n alternatiewe koopvereniging te word, die rede was waarom Samba geweier het om hulle kontrakte te hernieu. Terselfdertyd is bevestig dat Samba nie bereid is om "leweransiers te deel" nie en dat die Kontrakte van leweransier(s) wat by Safin of ander koopverenigings aansluit, in die toekoms ook nie hernieu sal word nie.

82. According to an agreement entered into with the Pharmaceutical Society (O.F.S. Branch), all pharmacies in Bloemfontein which are members of the Pharmaceutical Society will be accepted as contractors to Samba. The latter, however, stated to the Board that this did not constitute an exclusive agreement, since Samba did not undertake to appoint as contractors *only* pharmacies that were members of the Pharmaceutical Society. Samba, therefore, has reserved the right to appoint as contractors such pharmacies as are non-members of the Pharmaceutical Society.

(b) *Cash discount*

83. Section 5 of Samba's tender conditions lay down that goods and/or services shall always, also during sales, be offered, provided or rendered to members at *marked prices* by the Contractor, in other words, without exception at the same prices as such goods are offered to the ordinary public on a cash basis. (Translation.) Samba asserts that this stipulation merely means that contractors will have only one marked price at which to offer goods. In its written statement, Samba states clearly that the conditions of its contract do not impose restrictions on the contractor as regards his freedom (i) to allow non-members discount for the prompt settlement of an account; of (ii) to allow discount to anyone who buys on a cash basis, whether or not he is a Samba member.

84. Business undertakings in Bloemfontein which are contractors to Samba, affirmed, in their evidence before the Board, that in practice they did in fact allow discount for cash payments and prompt settlement without interference from Samba. Samba however, put it to the Board that should these discounts be exceptionally high in proportion to the collection fees, it would be inclined to insist on higher collection fees.

(c) *Other conditions*

85. Other obligations undertaken by a contractor on his appointment are briefly the following:

- (i) To submit to Samba his statements of amounts owing by the 18th of every month;
- (ii) not to advertise the fact that his accounts are closed before this date;
- (iii) not to cede his contract to some other undertaking without permission;
- (iv) that the contract shall be valid for his present undertaking only and shall not *ipso facto* be applicable to any future branches;
- (v) to allow inspection of his invoices;
- (vi) to sell only when a Samba card is shown and to require the member concerned to sign the invoice; and
- (vii) to settle any dispute with a member about such member's responsibility for any transaction, of the validity thereof, with the member himself.

(ii) *Safin*

(a) *Appointment of contractors*

86. As a young undertaking which realises that its survival depends on its ability to offer the consumer public of Bloemfontein an adequate number of dealers of good repute as contractors, Safin has to date been prepared to accept as contractors all dealers desirous of acting as such.

82. Ingevolge 'n reëling wat Samba met die Aptekersvereniging (O.V.S.-tak) aangegaan het, sal alle apteke in Bloemfontein wat lede van die Aptekersvereniging is, as leweransiers van Samba aanvaar word. Laasgenoemde het egter teenoor die Raad verklaar dat dit geen eksklusiewe ooreenkoms is nie deurdat Samba nie onderneem het om *slegs* apteke wat lede is van die Aptekersvereniging as leweransiers aan te stel nie. Samba het dus die reg behou om ook apteke wat nie lede van die Aptekersvereniging is nie, as leweransiers aan te stel.

(b) *Kontantafslag*

83. Artikel 5 van Samba se tendervoorwaardes bepaal:

"Goedere en/of dienste sal altyd, ook gedurende uitverkopings, deur die Leweransier aan lede aangebied, verskaf en gelever word teen *Gemerkte Pryse*, dit wil sê sonder uitsondering teen dieselfde pryse as waarteen dit aan die gewone publiek vir kontant aangebied word". Samba verklaar dat hierdie bepaling slegs beteken dat leweransiers net één gemerkte prys sal hê waarteen goedere aangebied word. In sy skriftelike voorlegging stel Samba dit duidelik dat die voorwaardes van sy kontrak geen beperkings lê op die leweransier wat betref sy vryheid (i) om 'n diskonto aan nie-lede toe te staan vir stiptelike betaling van 'n ope rekening nie; of (ii) om 'n kontantafslag toe te staan aan enigiemand wat vir kontant koop nie, hetsy lede van Samba of nie-lede.

84. Sake-ondernemings in Bloemfontein wat leweransiers van Samba is, het in hul getuienis aan die Raad bevestig dat hulle wel in die praktyk diskonto's vir kontant en stiptelike betaling toestaan sonder inmenging van Samba. Laasgenoemde het dit egter aan die Raad gestel dat indien hierdie diskonto's buitengewoon hoog is in verhouding tot die invorderingsgeld, Samba geneë sal wees om op 'n hoër invorderingsgeld aan te dring.

(c) *Ander voorwaardes*

85. Ander verpligtings wat 'n leweransier by aanstelling onderneem, is kortliks die volgende:

- (i) Om teen die 18de van elke maand sy state van verskuldigde bedrae by Samba in te lewer;
- (ii) om nie te adverteer dat sy rekenings vóór die tyd sluit nie;
- (iii) om nie sonder toestemming sy kontrak aan 'n ander te sêder nie;
- (iv) dat die kontrak net vir sy huidige onderneming geld en nie *ipso facto* op toekomstige takke van toepassing is nie;
- (v) om inspeksie van sy fakture toe te laat;
- (vi) om slegs teen vertoning van 'n Samba-kaart te verkoop en die faktuur deur die betrokke lid te laat onderteken; en
- (vii) om enige dispuut met 'n lid oor laasgenoemde se aanspreeklikheid vir enige transaksie of die geldigheid daarvan, met die lid self te besleg.

(ii) *Safin*

(a) *Aanstelling van leweransiers*

86. As jong onderneming wat besef dat sy voortbestaan afhang van sy vermoë om die koperspubliek van Bloemfontein 'n voldoende aantal handelaars van goeie aansien as leweransiers te bied, was Safin tot dusver bereid om alle handelaars wat begerig was om as leweransiers op te tree, te aanvaar.

87. The company has no objection to its contractors contracting also with other buy-aid associations. On the contrary, it is in fact eager to enter into agreement with contractors to Samba, and regards Samba's policy of refusal to share contractors, as revealed by the termination of 13 of its contractors' contracts because they wished to contract with Safin also, as fatal to its survival. Safin asserts that it is unlikely that it will succeed in acquiring sufficient contractors as long as Samba perseveres with this policy, since it goes without saying that traders consider their Samba contracts to be more valuable than a contract with a completely new buy-aid association having a small number of members. Because Safin cannot obtain contractors, consumers do not join it either. It must be borne in mind here that Safin, in its recruitment of contractors, has to resort to the following categories of undertakings:

(i) Undertakings which for domestic reasons are not interested in becoming contractors to any buy-aid association;

(ii) undertakings which, because of their location, nature of facilities and services are not acceptable as contractors to buy-aid associations;

(iii) undertakings which are interested in serving buy-aid association members, but whose application(s) Samba refused in the past; and

(iv) undertakings which are contractors to Samba. The latter may be subdivided into undertakings which (a) are interested in contracting also with a second buy-aid association, and (b) undertakings that have no interest in doing so.

It is clear that contractors to Safin or any other new buy-aid association could be drawn only from categories (iii) and (iv) (a). In addition it is likely that Samba, in the course of its more than 30 years' existence, has already appointed most of the undertakings that could be of the greatest advantage to a buy-aid association as contractors, and that a new buy-aid association would be hard put to it to appoint sufficient suitable contractors from category (iii) only. Samba's policy of refusing to allow its contractors to contract with another buy-aid association as well is therefore a great handicap to the establishment and development of other buy-aid associations in the Magisterial District of Bloemfontein.

88. The dispute over the right of dealers in Bloemfontein to contract both with Samba and with any other similar undertaking, is the focal point of the entire dispute which arose in Bloemfontein and gave rise to this investigation.

(b) Other conditions

89. Contractors are bound, by other conditions, to mark goods with only one selling price. They are, however, free to give discount for cash or prompt settlement of accounts.

90. Safin has no agreement with any trade association according to which the latter's members will act as contractors to Safin. The Board was, however, informed by Safin that attempts have in fact been made to enter into such an agreement with the Pharmaceutical Society (O.F.S. Branch) but that the Society was not prepared to do so.

87. Die maatskappy het geen beswaar dat sy leweransiers ook as leweransiers van ander koopverenigings optree nie. Inteendeel, hy is juis begerig om met huidige Samba-leweransiers ooreenkomste aan te gaan en beskou Samba se beleid om te weier om leweransiers te deel, soos blyk uit die beëindiging van 13 van sy leweransiers se kontrakte omdat hulle ook as Safin-leweransiers wil optree, as noodlottig vir sy voortbestaan. Safin beweer dat hy kwalik in sy doel sal slaag om voldoende leweransiers te bekom solank Samba met hierdie beleid volhard, aangesien handelaars hul Samba-kontrakte vanselfsprekend waardevoller ag as 'n ooreenkoms met 'n heeltemal nuwe koopvereniging met 'n geringe aantal lede. En omdat Safin nie leweransiers kan bekom nie, sluit verbruikers ook nie by hom aan nie. Hier moet in gedagte gehou word dat Safin in sy werwing van leweransiers met die volgende kategorieë van ondernemings te doen het:

(i) Sake wat weens interne redes nie daarin geïnteresseerd is om leweransiers van enige koopvereniging te word nie;

(ii) sake wat vanweë hul ligging, aard van fasiliteite en dienste nie vir 'n koopvereniging as leweransier aanvaarbaar is nie;

(iii) Sake wat geïnteresseerd is om aan koopverenigingslede te lewer, maar waarvan die aansoek(e) in die verlede deur Samba geweier is; en

(iv) sake wat leweransiers van Samba is. Laasgenoemdes kan onderverdeel word in sake wat (a) daarin belang stel om ook 'n leweransier van 'n tweede koopvereniging te wees, en (b) daardie sake wat geen sodanige belangstelling het nie.

Dit is duidelik dat die leweransiers van Safin of enige ander nuwe koopvereniging, slegs uit kategorieë (iii) en (iv) (a) afkomstig kan wees. Dit is ook waarskynlik dat Samba gedurende sy bestaan van meer as 30 jaar reeds die meeste van die sake wat vir 'n koopvereniging die grootste bate as leweransier kon wees, aangestel het en dat 'n nuwe koopvereniging kwalik voldoende geskikte leweransiers slegs uit kategorie (iii) sal kan aanstel. Samba se beleid om te weier om sy leweransiers toe te laat om ook leweransiers van 'n alternatiewe koopvereniging te wees, is dus 'n wesenlike struikelblok in die ontstaan en ontwikkeling van ander koopverenigings in die landdrostdistrik van Bloemfontein.

88. Die geskil oor die reg van handelaars in Bloemfontein om tegelykertyd as leweransiers van Samba sowel as enige ander dergelike soort onderneming te kan optree, is die kernpunt van die hele geskil wat in Bloemfontein ontstaan en tot hierdie ondersoek aanleiding gegee het.

(b) Ander voorwaardes

89. Ander voorwaardes bind leweransiers om goedere met slegs een verkoopprijs te merk. Dit staan leweransiers egter vry om afslag vir kontant of stiptelike betaling toe te staan.

90. Safin het geen ooreenkoms met enige handelsvereniging waarvolgens laasgenoemde se lede as leweransiers egter vry om afslag vir kontant of stiptelike meegedeel dat pogings wel aangewend is om so 'n reëling met die Aptekersvereniging (O.V.S.-tak) aan te gaan, maar dat die Vereniging nie daartoe bereid was nie.

(iii) *Monopolistic conditions in the appointment of contractors*

91. After careful consideration of the activities of buy-aid associations in Bloemfontein with regard to the appointment of contractors, the renewal of contractors' contracts and the general conditions on which contractors are appointed, the Board has come to the conclusion that Samba's actions are responsible for three monopolistic conditions in terms of the Act, namely (a) its exclusiveness in the appointment of dealers as contractors; (b) its refusal to renew the contracts of contractors who join similar organisations in the same capacity; and (c) the annual appointment of contractors according to a tender system.

(a) *Exclusiveness in the appointment of contractors*

92. Samba's policy of exclusiveness with regard to the appointment of dealers as contractors must be viewed against the background of the particular market structure which has arisen in Bloemfontein in respect of buy-aid associations. Samba's refusal to accept an undertaking as a contractor means, in practice, that the undertaking's entry into the most important sector of the White consumer market is made extremely difficult. As has already been indicated, Samba now has more than 13 000 members. At a conservative estimate, every member represents three to four members of a family, who are all potential clients of Samba's official contractors. Out of a total White population of about 78 000, this amounts to between 39 000 and 52 000 consumers, namely at least half the total White population.

93. In the light of the above remarks, and the description in paragraphs 18-25 of the substantial benefits that buy-aid associations can provide for contractors, the Board is in no doubt that Samba's policy of exclusiveness in the appointment of contractors directly or indirectly restricts competition among undertakings in retail distribution in the Magisterial District of Bloemfontein.

94. It is the opinion of the Board that the direct or indirect restriction of competition referred to in the foregoing paragraphs, has or is calculated to have the effect of—

- (1) preventing or restricting the entry of new distributors into the distributive trade;
- (2) limiting the facilities available for the distribution of commodities; and
- (3) preventing the distribution of commodities by the most efficient and economical means;

and therefore constitutes a monopolistic condition in terms of the Act.

(b) *Refusal to renew the contracts of contractors who join other similar organisations*

95. As has been indicated in paragraphs 81 and 97, Samba's refusal to share contractors with other similar organisations, has or is calculated to have the effect of preventing or delaying the establishment and development of other buy-aid associations which might compete with it for the support of commerce and the public. The effect of this action on the part of Samba is the direct restriction of competition among buy-aid associations, while it also indirectly restricts competition among dealers. In other words, a situation is created where a contractor to one buy-aid association is denied the opportunity of contracting also with another buy-aid association. The activities of dealers in their capacity as contractors to buy-aid

(iii) *Monopolistiese toestande by die aanstelling van leweransiers*

91. Ná sorgvuldige oorweging van die koopverenigings te Bloemfontein se bedrywighede met betrekking tot die aanstelling van leweransiers, die hernuwing van leweransierskontrakte en die algemene voorwaardes waarvolgens leweransiers aangestel word, het die Raad tot die slot som geraak dat Samba se optrede vir drie monopolistiese toestande ingevolge die Wet verantwoordelik is, naamlik (a) sy eksklusiwiteit by die aanstelling van handelaars as leweransiers; (b) sy weiering om die kontrakte te hernieu van leweransiers wat by ander dergelike organisasies in dieselfde hoedanigheid aansluit; en (c) die jaarlikse aanstelling van leweransiers volgens 'n tenderstelsel.

(a) *Die eksklusiwiteit by die aanstelling van leweransiers*

92. Samba se beleid van eksklusiwiteit met betrekking tot die aanstelling van handelaars as leweransiers moet gesien word teen die agtergrond van die besondere markstruktuur wat in Bloemfontein ten opsigte van koopverenigings ontstaan het. Weiering deur Samba om 'n onderneming as leweransier te aanvaar, kom prakties daarop neer dat so 'n onderneming se toetreding tot die belangrikste segment van die Blanke verbruikersmark ernstig bemoeilik word. Soos reeds daarop gewys, het Samba tans oor die 13 000 lede. Konserwatief geskat, verteenwoordig elke lid drie tot vier lede van 'n gesin, wat almal potensiële klante van Samba se amptelike leweransiers is. Uit 'n totale Blanke bevolking van sowat 78 000, beteken dit tussen 39 000 en 52 000 verbruikers of goed die helfte van die totale blanke bevolking.

93. In die lig van die bogenoemde opmerkings en die uiteensetting in paragrawe 18-25 van die wesenlike voordele wat koopverenigings vir leweransiers kan inhou, bestaan daar by die Raad geen twyfel nie dat Samba se beleid van eksklusiwiteit by die aanstelling van leweransiers die mededinging tussen ondernemings in klein handeldistribusie in die landdrostdistrik van Bloemfontein regstreeks of onregstreeks beperk.

94. Na die Raad se mening het die regstreekse of onregstreekse beperking van die mededinging waarna in die voorafgaande paragrawe verwys is, die uitwerking of is dit bereken om—

- (1) die toetreding van nuwe distribueerders tot die distribusiehandel te verhoed of te beperk;
- (2) die fasiliteite beskikbaar vir die distribusie van handelsware in te kort; en
- (3) die distribusie van handelsware op die mees doeltreffende en ekonomiese manier te verhoed;

en is dit derhalwe 'n monopolistiese toestand ingevolge die Wet.

(b) *Weiering om kontrakte te hernieu van leweransiers wat by ander dergelike organisasies in dieselfde hoedanigheid aansluit*

95. Samba se weiering om leweransiers met ander dergelike organisasies te deel het, soos in paragrawe 81 en 97 daarop gewys, die uitwerking of is daarop bereken, om die ontstaan en ontwikkeling van ander koopverenigings wat met hom om die handel en publiek se ondersteuning kan meeding, te verhoed of te vertraag. Die uitwerking van hierdie optrede van Samba is om mededinging tussen koopverenigings regstreeks te beperk, terwyl dit onregstreeks ook die mededinging tussen handelaars beperk. Die toestand word naamlik geskep dat 'n leweransier van één koopvereniging die geleentheid ontsê word om ook 'n leweransier van 'n ander koopvereniging te wees. Handelaars word dus in hulle bedrywighede as leweransiers van

associations are consequently restricted to only that part of the market represented by the members of their particular buy-aid association. For instance, if undertaking A is a contractor to Samba, it cannot be a contractor to Safin as well. Similarly, undertaking B cannot contract with Samba if it is already a contractor to Safin. The fact that there is a considerable difference between the two buy-aid associations as regards size of membership, and consequently also as regards the value of the potential market which each association affords for its contractors means that the contractors to the smaller buy-aid association experiences a competitive disability *vis-a-vis* the contractors to the larger buy-aid association. Where there is such a material difference in size between buy-aid associations, as is the case in Bloemfontein, it is obvious on what an unequal basis contractors to the various buy-aid associations are obliged to compete with one another. The fact that dealers are unable to compete with one another on an equal footing could have a far-reaching effect on the manner, and the prices, at which commodities are distributed.

96. The restriction of competition among buy-aid associations could mean that a second buy-aid association cannot be successfully established in Bloemfontein. This means, for dealers as well as for the public, that there is no alternative to the services of Samba as a buy-aid association. Such absence of competition in the rendering of buy-aid services could have an adverse effect on the standard of these services as well as on the prices paid for them. At the same time, this situation is calculated to result in a smaller number of dealers being contractors to buy-aid associations. Not only could such restrictions have an adverse effect on the suppliers' (manufacturers and wholesalers) outlet for their goods, but the consumer public could also be inconvenienced by a more limited choice and by the possibly less satisfactory location of contractors. The fact that a second buy-aid association is unable to enter the field successfully also means that the possible introduction of new and more efficient methods of providing buy-aid association services is retarded.

97. The above-named direct and indirect restriction of competition has, or is calculated to have, the effect of—

- (1) limiting the facilities available for the distribution of commodities;
- (2) enhancing or maintaining prices (including the prices at which buy-aid associations render their services); and
- (3) preventing the distribution of commodities by the most efficient and economical means;

and consequently constitutes a monopolistic condition in terms of the Act.

c) *The annual appointment of contractors according to tender system*

98. Samba's tender system, as described in paragraphs 79 and 80, means that every undertaking (whether or not it already is or has been a contractor) is obliged to tender anew every year. Hence an invitation to dealers to tender is sent every year. According to an advertisement in a Bloemfontein newspaper⁽¹⁾ on 2 March 1971, the invitation runs as follows:

(1) "Die Volksblad" of 2 March 1971.

koopverenigings beperk tot slegs dié deel van die mark wat deur lede van hul besondere koopvereniging verteenwoordig word. Indien onderneming A byvoorbeeld 'n leweransier is van Samba kan hy nie ook 'n leweransier van Safin wees nie. Insgelyks kan onderneming B nie 'n leweransier van Samba wees as hy reeds 'n leweransier van Safin is nie. Die feit dat die betrokke twee koopverenigings se ledetal, en daarom die waarde van die potensiële mark wat elkeen hul leweransiers bied, so aanmerklik verskil, bring mee dat die leweransiers van die kleiner koopvereniging 'n mededingende agterstand teenoor die leweransiers van die groter koopvereniging ondervind. Waar die verskil tussen die koopverenigings so geweldig groot is soos in Bloemfontein, is dit duidelik op watter ongelyke basis die onderskeie koopverenigings se leweransiers met mekaar moet meeding. Hierdie onvermoë van handelaars om op 'n gelyke basis mee te ding, kan verreikende gevolge hê op die wyse waarop, en die pryse waarteen, handelsware gedistribueer word.

96. Die beperking van mededinging tussen koopverenigings kan tot gevolg hê dat 'n tweede koopvereniging nie suksesvol in Bloemfontein kan ontstaan nie. Vir die handelaars sowel as die publiek beteken dit dat hulle geen alternatief het vir Samba se dienste as koopvereniging nie. Sodanige afwesigheid van mededinging by die verskaffing van koopverenigingsdienste kan 'n nadelige uitwerking hê op die gehalte van hierdie dienste sowel as die pryse wat daarvoor betaal word. Terselfdertyd is so 'n toestand bereken om 'n kleiner aantal verkopers wat as leweransiers van koopverenigings optree tot gevolg te hê. Nie alleen kan die verskaffers (vervaardigers en groothandelaars) se afset vir hulle goedere deur so 'n beperking nadelig getref word nie maar ook die verbruikerspubliek word verontref deur 'n kleiner keuse en 'n moontlike swakker verspreiding van leweransiers. Die onvermoë van 'n tweede koopvereniging om suksesvol toe te tree, beteken verder ook dat die moontlike invoering van nuwe en doeltreffender metodes vir die verskaffing van koopverenigingsdienste belemmer word.

97. Die uitwerking van die bogenoemde regstreekse en onregstreekse beperking van die mededinging is, of is bereken, om—

- (1) die fasiliteite beskikbaar vir die distribusie van handelsware in te kort;
- (2) pryse (insluitende die pryse waarteen koopverenigings hulle dienste verrig) te verhoog of te handhaaf; en
- (3) die distribusie van handelsware op die mees doeltreffende en ekonomiese manier te verhoed;

en is derhalwe 'n monopolistiese toestand ingevolge die Wet.

(c) *Die jaarlikse aanstelling van leweransiers volgens 'n tenderstelsel*

98. Samba se tenderstelsel, soos in paragrawe 79 en 80 beskrywe, kom daarop neer dat elke onderneming, afgesien daarvan of hy reeds 'n leweransier is of was, elke jaar opnuut moet tender. So verskyn daar elke jaar 'n uitnodiging aan handelaars om te tender. Volgens 'n advertensie in 'n Bloemfonteinse koerant⁽¹⁾ op 2 Maart 1971 word die uitnodiging as volg gerig:

(1) Die Volksblad van 2 Maart 1971.

"Tenders are awaited for the provision of the following commodities and services for the members of Samba (Co-op) Ltd, for the period commencing 16 August 1971."

(This is followed by a list of commodities and services in alphabetical order.)

"Samba is a co-operative buy-aid association which serves about 13 500 shareholders, and all purchases are underwritten for settlement by a stipulated time.

Tenders, on the prescribed form which is obtainable at our office, will be treated in strict confidence and must reach the undersigned not later than 12 noon on 20 March 1971.

N.B.—No reasons will be given for the acceptance or otherwise of a tender, and it must be noted that tenders are requested and considered only once a year." (Translation.)

99. During the giving of oral evidence, Samba assured the Board that the details of tenders were kept secret and that neither Samba's directors nor its staff informed or influenced tenderers in any way regarding the rate of the collection fees offered by the various dealers. This means that dealers, especially those tendering for the first time, are in the dark regarding the acceptable rate of collection fees. The annual appointment of dealers as contractors in the manner described has or is calculated to have the effect of—

- (i) giving effect to and entrenching Samba's policy of exclusiveness;
- (ii) resulting in differential rates of collection fees for the same commodities and services, so that some dealers have to pay a higher percentage in collection fees, i.e. they have to pay a higher "price" for Samba's services than their immediate competitors; and
- (iii) continually forcing up the rate of collection fees, since tenderers, to be successful, have to pay an increasingly higher price for Samba's services.

The manner in which the tender system is applied to implement Samba's policy of exclusiveness, and to terminate dealers' contracts in an arbitrary manner, is clearly revealed by the discussion of the manner in which Samba applied the tender system to terminate the contracts of such dealers as were interested in contracting with other buy-aid associations also. (See paragraph 81.) Consequences (i) and (ii) above are borne out by the differential collection fees and the exceptionally high rates which are characteristic of Samba's collection fees. (See the discussion on collection fees, paragraphs 102-109.)

100. The above-mentioned effects, namely the differential rates of collection fees, the exceptionally high rate of collection fees and the arbitrary application of the system of terminating the contracts of dealers unilaterally, constitute a monopolistic condition which, by directly or indirectly restricting competition, has or is calculated to have the effect of—

- (i) enhancing or maintaining prices, including the prices for Samba's services; and
- (ii) preventing or restricting the entry of new distributors into commerce in Bloemfontein.

MARKING OF ARTICLES WITH ONLY ONE PRICE

101. The Board also gave attention to the stipulations of the two associations with regard to the marking of articles with only one price which, on the face of it, indicate discrimination against the cash buyer and the

"Tenders word ingewag vir die lewering van onderstaande kommoditeite en dienste aan lede van Samba (Koöp) Bpk, vir die tydperk wat op 16 Augustus 1971 begin.

(Dan volg 'n lys van kommoditeite en dienste in alfabetiese orde.)

Samba is 'n koöperatiewe koophulpvereniging wat ongeveer 13 500 aandeelhouders bedien en alle aankope word gewaarborg vir betaling op 'n vasgestelde tydstop.

Tenders op die voorgeskrewe vorm wat by ons kantoor verkrygbaar is, sal streng vertroulik behandel word en moet ondergetekende nie later nie dan 12-uur middag op 20 Maart 1971 bereik.

L.W.—Geen rede vir die aanvaarding al dan nie van 'n tender sal verstrek word nie en daar moet op gelet word dat tenders slegs een keer per jaar aangevra en oorweeg word."

99. Tydens die lewering van mondelinge getuienis het Samba die Raad verseker dat besonderhede van tenders geheim gehou word en dat nóg Samba se direkteure nóg sy personeel tenderaars op enige wyse inlig of beïnvloed wat betref die hoogte van die invorderingsgelde wat deur onderskeie handelaars aangebied word. Dit bring mee dat handelaars, veral diegene wat vir die eerste maal tender, in die duister verkeer oor die moontlike aanvaarbare tariewe van invorderingsgelde. Die jaarlikse aanstelling van handelaars as leweransiers op die wyse soos aangegeef, het die uitwerking, of is daarop bereken om—

- (i) die toepassing van Samba se beleid van eksklusiwiteit te verwesenlik en te bestendig;
- (ii) differensiële tariewe van invorderingsgelde vir dieselfde kommoditeite en dienste tot gevolg te hê sodat sommige handelaars 'n hoër persentasie aan invorderingsgeld, dit wil sê 'n hoër "prys" vir Samba se dienste as sy direkte mededingers moet betaal; en
- (iii) die hoogte van die invorderingsgelde gedurig opwaarts te druk, omdat tenderaars om suksesvol te kan wees, al meer vir Samba se dienste moet betaal.

Die wyse waarop die tenderstelsel aangewend word om Samba se beleid van eksklusiwiteit toe te pas en handelaars se leweransierskontrakte op arbitrêre wyse te beëindig, blyk duidelik uit die bespreking van die wyse waarop Samba die tenderstelsel aangewend het om daardie handelaars wat belang gestel het om ook leweransiers van 'n ander koopvereniging te word, se kontrakte te beëindig (kyk paragraaf 81). Gevolge (i) en (ii) hierbo word bevestig deur die differensiële invorderingsgelde en die besonderse hoë koers van invorderingsgelde, wat kenmerkend van Samba se invorderingsgelde is. (Kyk die bespreking van invorderingsgelde, paragrafe 102-109.)

100. Die genoemde gevolge, te wete die differensiële tariewe van invorderingsgelde, die buitengewoon hoë koers van invorderingsgelde en die arbitrêre aanwending van die stelsel om handelaars se kontrakte eensydig te beëindig is 'n monopolistiese toestand wat, deurdat dit mededinging regstreeks of onregstreeks beperk, die uitwerking het of bereken is om—

- (i) pryse, insluitende die pryse vir Samba se dienste te verhoog of te handhaaf; en
- (ii) die toetrede van nuwe distribueerders tot die handel in Bloemfontein te verhoed of te beperk.

MERK VAN ARTIKELS MET SLEGS EEN PRYS

101. Die Raad het ook aandag geskenk aan die twee verenigings se bepalings met betrekking tot die merk van artikels met slegs één prys wat, oppervlakkig beskou, 'n diskriminasie teenoor die kontantkoper en 'n beperking

restriction of competition among contractors. In view of the absence of specific complaints in this connection and the assurance by both associations and various dealers that there is no restriction of the freedom of contractors as regards the granting of discount for cash or for the prompt settlement of accounts, the Board does not consider that this aspect demands further investigation at this stage. In addition, it may be expected that mutual competition at the retail level and the obvious advantage for the dealer, of cash transactions and the prompt settlement of accounts, will ensure that the cash purchaser is not worse off than the buy-aid association member.

COLLECTION FEES

(i) Samba

102. Collection fees naturally constitute a buy-aid association's main source of income and are consequently the means by which administrative expenses are met and the members' annual bonuses distributed. Buy-aid associations endeavour to maintain their bonus rates or even to raise them, particularly in areas where various associations are competing for the public's support. Should expenses rise more rapidly than turnover, or some of the association's other activities be carried out at a loss, or uneconomical services be rendered at excessively high costs, the collection fees might have to be increased to maintain the existing bonus rates.

103. Certain Bloemfontein dealers have asserted to the Board that Samba's uneconomic activities entail losses, with the result that Samba's collection fees are abnormally high. In addition, it was asserted that some of Samba's unprofitable business undertakings were competing with its own contractors for public support, thus causing a twofold injustice in that higher collection fees had to be paid to subsidise uneconomical competitors. According to the published financial statements, the undertakings concerned are not only sustaining direct losses but they are also supported financially by Samba indirectly, for instance by the letting of Samba's building at an uneconomic rental and by the granting of loan facilities, which have an adverse effect on Samba's liquidity and place a heavy burden of interest on Samba. It was asserted that Samba's financial position could have been far more favourable if its building yielded a proper return and if Samba did not have to carry such a heavy burden of interest.

104. Samba contends that the retention of its business activities are vitally important to it, not because of the profits they imply or might imply but to ensure that its interests are not seriously harmed should the organised trade again decide to boycott it. It therefore regards its losses, in so far as they are unavoidable, virtually as insurance premiums. Samba therefore admits by implication that its collection fees are possibly higher because of its business activities than they would have been without them. The justification or otherwise of Samba's business activities is discussed in paragraphs 111 to 116.

105. Samba states that its collection fees are determined by a free tender system and that business undertakings would certainly not have tendered so high if their Samba contract were not worth it to them.

106. A comparison between Samba's rates and those of buy-aid associations elsewhere, for instance in Pretoria and on the Rand, reveal two striking differences, i.e. that

van mededinging tussen leweransiers dui. Met die oog op die afwesigheid van spesifieke klagtes in hierdie verband en die versekering deur beide verenigings en verskeie handelaars dat geen beperking bestaan op leweransiers se vryheid met betrekking tot die verlening van afslag vir kontant of die stiptelike betaling van rekenings nie, meen die Raad nie dat hierdie aspek in hierdie stadium verdere ondersoek verg nie. Daarbenewens kan verwag word dat onderlinge mededinging op kleinhandelvlak en die opsigtelike voordele wat kontanttransaksies en die stiptelike betaling van rekenings vir die handelaar inhou, daarvoor sal sorg dat die kontantkoper nie swakker daaraan toe is as die lid van 'n koopvereniging nie.

INVORDERINGSGELDE

(i) Samba

102. Invorderingsgelde is uiteraard 'n koopvereniging se hoofbron van inkomste en derhalwe van die middele waaruit administratiewe uitgawes gedek en die jaarlikse bonus aan lede uitgekeer word. Koopverenigings streef daarna om bonuskoerse te handhaaf of selfs te verhoog, veral waar verskeie sulke verenigings in dieselfde gebied onderling meeding om die publiek se ondersteuning. Indien koste vinniger sou styg as omset, of sekere van die vereniging se ander aktiwiteite teen 'n verlies gedryf word of onekonomiese dienste teen buitensporig hoë koste gelewer word, kan dit meebring dat invorderingsgelde verhoog moet word om die bestaande bonuskoerse te handhaaf.

103. Sekere Bloemfonteinse handelaars het teenoor die Raad beweer dat Samba se onekonomiese aktiwiteite verliese meebring wat daartoe aanleiding gegee het dat Samba se invorderingsgelde abnormaal hoog is. Daarbenewens is beweer dat sommige van die onlonende sake-ondernemings van Samba met sy eie leweransiers meeding om die publiek se ondersteuning, wat 'n dubbele onreg meebring naamlik dat hoë invorderingsgelde betaal moet word om onekonomiese konkurrente mee te subsidieer. Nie alleen ly die betrokke sake direkte verliese volgens die gepubliseerde finansiële state nie, maar word hulle op indirekte wyse deur Samba finansiël gesteun, soos deur die verhuur van Samba se gebou teen 'n onekonomiese huur en die verskaffing van leningsfasiliteite, wat Samba se likwiditeit benadeel en 'n hoë rentelas op hom plaas. Daar is beweer dat Samba se finansiële posisie veel beter kon gewees het indien sy gebou 'n behoorlike rendement gelewer het en hy nie so 'n hoë rentelas moes dra nie.

104. Samba se verweer is dat die behoud van sy handelsaktiwiteite vir hom lewensbelangrik is, nie omrede die wins wat dit inhou of kan inhou nie, maar ten einde te verseker dat sy belange nie ernstig geskaad sal word indien die georganiseerde handel weer besluit om hom te boikot nie. Hy beskou dus die verliese in soverre hulle onvermydelik is, feitlik as assuransiëpremies. Hiermee erken Samba dus by implikasie dat sy invorderingsgelde moontlik hoër is vanweë sy handelsaktiwiteite as wat dit daarsonder kon gewees het. Die regverdiging al dan nie van Samba se handelsaktiwiteite word in paragrawe 111 tot 116 bespreek.

105. In verband met invorderingsgelde beweer Samba dat dit deur 'n vrye tenderstelsel bepaal word en dat sake beslis nie so hoog sou getender het indien hul Samba-kontrak dit nie vir hulle werd was nie.

106. 'n Vergelyking van Samba se koerse met dié van koopverenigings elders, byvoorbeeld in Pretoria en op die Rand, toon twee opvallende verskille: Hulle is naamlik

they are mainly far higher in general and also that there are sometimes different rates for contractors handling the same goods, as appears from the following table:

TABLE 6.—COMPARISON BETWEEN SAMBA'S COLLECTION FEES AND THOSE APPLICABLE IN RESPECT OF BUY-AID ASSOCIATIONS IN PRETORIA AND ON THE RAND

Type of undertaking	Size of collection fee (as a percentage of turnover):	
	Pretoria and the Rand (1)	Samba (2)
Bakeries.....	5	7
Barbers.....	7½	7½-10 (10)
Ladies' hairdressers.....	10	7½-15 (10)
Bicycles.....	6	7½-10 (7½)
Booksellers.....	5	5-7½ (7½)
Bottle stores.....	6½	8½-12 (8½)
Butcheries.....	6	7½-8½ (7½)
Cartage contractors.....	6	8-10 (10)
Chemists.....	5	7½
Coal.....	5	6
Dairies.....	4	5½
Dry-cleaners.....	12½	15
Electric household goods.....	7	7½-15 (10)
Florists and seed merchants.....	7½	8-12½ (10)
Furniture.....	6½	7½-12½ (7½ and 10)
Garages:		
Repairs.....	4	7-12½ (7½)
Petrol.....	4	4½-6 (4½)
Spares.....	4	7½-17½ (10)
Greengrocers and fruiterers.....	7	6-10 (10)
Groceries.....	4	5½-6½ (-) (3)
Hardware.....	7½	7½-20 (10)
Jewellers and watchmakers.....	6½	7½-15 (10)
Leather and canvas goods.....	7½	7½-10 (7½)
Nurseries.....	7½	10
Opticians.....	10	12½-15 (12½)
Outfitters:		
Men's.....	6	7½-12½ (10)
Ladies'.....	7½	7½-12½ (10)
Paint and glass.....	6½	10
Paintings.....	6	10
Panelbeaters.....	6½	10
Pet shops.....	6	10
Photographic requirements.....	5	7½-8½ (7½)
Plumbers.....	5	7½-8 (7½)
Shoestores.....	6	8-10 (10)
Sports goods.....	6	7½-10 (10)
Tyre retreading.....	5	10

Notes:

- (1) Where the rates of the various buy-aid associations on the Rand and in Pretoria were not identical the highest rate was taken.
- (2) The most general rate (according to number of contractors) appears in brackets.
- (3) The same number of contractors in respect of each rate.

107. Samba's average collection fees are exceptionally high in comparison with those of buy-aid associations in other centres. As indicated in Tables 4 and 5, these fees amounted to 7,58, 7,34 and 7,34 per cent of contractors' total sales during the years 1967, 1968 and 1969, as against the rate of between 4,5 and 5,00 per cent for the largest buy-aid associations on the Rand and in Pretoria. Samba's average collection fees on total turnover were therefore nearly 50 per cent higher than those of associations on the Rand and in Pretoria. These higher collection fees have to be recovered from the larger turnover which may result from acceptance as a contractor, but this is of course not always possible, especially during a new undertaking's early years. Dealers in Bloemfontein consequently pay considerably more for the facilities and services provided by Samba than do contractors to buy-aid associations elsewhere, and the detrimental effect thereof on their general profitability and on their ability to expand and to build up reserves, goes without saying.

oor die algemeen veel hoër en daarby bestaan daar soms verskillende koerse vir leweransiers van dieselfde goedere, soos blyk uit die volgende tabel:

TABEL 6.—VERGELYKING TUSSEN SAMBA SE INVORDERINGSGELDE EN DIE VAN TOEPASSING T.O.V. KOOPVERENIGINGS IN PRETORIA EN DIE RAND

Soort onderneming	Grootte van invorderingsgeld (as persentasie van omset):	
	Pretoria en Rand (1)	Samba (2)
Apteke.....	5	7½
Bakkerie.....	5	7
Bandversoling.....	5	10
Bloemiste en saadhandelaars.....	7½	8-12½ (10)
Boekhandelaars.....	5	5-7½ (7½)
Drankhandelaars.....	6½	8½-12 (8½)
Droogskoonmakers.....	12½	15
Elektriese huishoudelike goedere	7	7½-15 (10)
Fietse.....	6	7½-10 (7½)
Fotografiese benodigdhede.....	5	7½-8½ (7½)
Groente en vrugte.....	7	6-10 (10)
Haarkappers:		
Mans.....	7½	7½-10 (10)
Dames.....	10	7½-15 (10)
Hardware.....	7½	7½-20 (10)
Juweliers en horlosiemakers.....	6½	7½-15 (10)
Kruideniersware.....	4	5½-6½ (-) (3)
Kwekerie.....	7½	10
Leer en seilgoedere.....	7½	7½-10 (7½)
Loodgieters.....	5	7½-8 (7½)
Melkerie.....	4	5½
Meubels.....	6½	7½-12½ (7½ en 10)
Motorhawens:		
Herstelwerk.....	4	7-12½ (7½)
Petrol.....	4	4½-6 (4½)
Onderdele.....	4	7½-17½ (10)
Oogkundiges.....	10	12½-15 (12½)
Paneelkloppers.....	6½	10
Skoenwinkels.....	6	8-10 (10)
Skilderye.....	6	10
Slaghuisse.....	6	7½-8½ (7½)
Sportgoedere.....	6	7½-10 (10)
Steenkool.....	5	6
Troeteldiere.....	6	10
Uitrusters—		
Mans.....	6	7½-12½ (10)
Dames.....	7½	7½-12½ (10)
Verf en glas.....	6½	10
Vervoerkontrakteurs.....	6	8-10 (10)

Notes:

- (1) Waar die tariewe van die onderskeie koopverenigings aan die die Rand en in Pretoria nie identies was nie, is die hoogste tarief geneem.
- (2) Die mees algemene tarief (volgens aantal leweransiers) verskyn tussen hakies.
- (3) Eweveel leweransiers t.o.v. elke tarief.

107. In vergelyking met koopverenigings in ander sentra is Samba se gemiddelde invorderingsgelde besonder hoog. Soos in tabelle 4 en 5 aangetoon, was dit 7,58, 7,34 en 7,34 persent van totale verkope deur leweransiers gedurende die jare 1967, 1968 en 1969 teenoor 'n koers van tussen 4,5 en 5,00 persent vir die grootste koopverenigings op die Rand en in Pretoria. Samba se gemiddelde invorderingsgeld op totale omset was derhalwe bykans 50 persent hoër as dié van die Randse en Pretoriase verenigings. Hierdie hoë invorderingsgelde moet verhaal word uit die groter omset wat aanvaarding as leweransiers mag meebring; wat natuurlik nie altyd moontlik is nie, veral nie gedurende die aanvangsjare van 'n nuwe onderneming nie. Handelaars in Bloemfontein betaal dus 'n aansienlike hoër prys vir die geriewe en dienste van Samba as leweransiers van koopverenigings elders, en die nadelige uitwerking daarvan op hul algemene winsgewendheid, vermoë om uit te brei en om reserwes op te bou, spreek vanself.

108. While the exceptionally high rate of collection fees might possibly be ascribed to more than one of the aforementioned factors⁽¹⁾, it is the opinion of the Board that the basic reason is to be found in Samba's policy regarding the entering into, and renewal of, contractor's contracts. The principle of strict exclusiveness which is applied in the allocation of contractors' contracts, together with a policy aimed at impeding the establishment and growth of a second buy-aid association by the refusal to share contractors, constitutes, as has already been found, monopolistic conditions in terms of the Act, in restricting competition and in giving rise to abnormally high rates of collection fees. It is significant that in centres such as the Rand and Pretoria, where various buy-aid associations compete on an equal footing, and where traders apparently experience little difficulty in being accepted as contractors to more than one buy-aid association, the rate of collection fees is considerably lower than it is in Bloemfontein.

109. As regards the other feature of Samba's collection fees, namely differential rates for contractors in the same branch of trade, it is the opinion of the Board that this is made possible by Samba's dominant position as the only large and established buy-aid association in Bloemfontein, as well as by Samba's tender system. This dominant position enables Samba to indulge in monopolistic practices, namely arbitrarily to reject the applications of undertakings to be its contractors and to refuse to share its contractors with other buy-aid associations.

(ii) Safin

110. Safin's collection fees are determined by negotiation, and the Board was informed that the company, in its present position, was prepared to accept virtually whatever was offered. Most dealers however, offer the same rate as that paid by contractors to Samba. There is consequently a great similarity, in most cases, between the rates of the two associations, since, as the Board was informed, dealers have no objection at present to allow the young, struggling buy-aid association the same remuneration as they do to Samba. In these circumstances it is understandable why Safin's collection fees are also exceptionally high in comparison with those in other centres.

TRADING ACTIVITIES

111. Strong representations were made to the Board in connection with Samba's trading activities. In addition to the assertion that contractors have to pay higher collection fees to subsidise Samba's uneconomic business activities, it was asserted that it was wrong in principle for a buy-aid association to enter commerce itself and to compete with its own contractors. Samba's own department store and filling stations were quoted as examples of such "improper" competition. As mentioned in paragraph 104, Samba has already advanced reasons why it was necessary, in the interests of its members and of its own continued existence, to enter the field of commerce. Its primary aim was to counteract the boycott which was instigated against it in the fifties. The reason why this practice was continued, is, in the words of a Samba spokesman, that it would serve as an insurance policy to safeguard Samba in future. In addition, it would strengthen Samba's bargaining power *vis-à-vis* commerce in obtaining services on its own terms.

⁽¹⁾ See parr. 103-104.

108. Hoewel die besonder hoë koers van invorderingsgelde moontlik aan meer as een van die genoemde faktore⁽¹⁾ toegeskryf kan word, is dit die Raad se mening dat die basiese oorsaak daarvoor by Samba se beleid met betrekking tot die aangaan en hernuwing van leweransierskontrakte gesoek moet word. Die streng beginsel van eksklusiwiteit wat gehandhaaf word by die toekenning van leweransierskontrakte tesame met die beleid om die ontstaan en groei van 'n tweede koopvereniging aan bande te lê deur te weier om leweransies te deel is, soos reeds bevind, monopolistiese toestande ingevolge die Wet wat mededinging beperk en die abnormaal hoë koers van invorderingsgelde tot gevolg het. Dit is betekenisvol dat in daardie sentra soos die Rand en Pretoria, waar verskeie koopverenigings op gelyke voet met mekaar meeding en waar handelaars blykbaar min moeite ondervind om as leweransier van een of meer koopverenigings aanvaar te word, die koers van die invorderingsgelde aansienlik laer as in Bloemfontein is.

109. Wat die ander kenmerk van Samba se invorderingsgelde, naamlik differensiële koerse vir leweransiers in dieselfde bedryfstak betref, glo die Raad wat dit moontlik gemaak word deur Samba se oorheersende posisie as die enigste groot en gevestigde koopvereniging in Bloemfontein en sy tenderstelsel. Hierdie dominante posisie stel Samba in staat om monopolistiese praktyke te beoefen, naamlik om ondernemings se aansoeke om as leweransiers op te tree op arbitrêre wyse van die hand te wys en om te weier om leweransiers met ander koopverenigings te deel.

(ii) Safin

110. Safin se invorderingsgelde word deur onderhandelings vasgestel en die Raad is meegedeel dat die maatskappy in sy huidige posisie bereid is om feitlik te aanvaar wat hom aangebied word. Die meeste handelaars het egter dieselfde koers aangebied as wat deur Samba-leweransiers betaal word. Daar is dus in die meeste gevalle 'n groot ooreenkoms tussen die twee verenigings se koerse omdat, na die Raad meegedeel is, handelaars op die huidige tydstop blykbaar geen beswaar het om aan die jong, sukkelende koopvereniging dieselfde vergoeding te laat toekom as aan Samba nie. In hierdie omstandighede is dit te begrype dat Safin se invorderingsgelde, in vergelyking met dié in ander sentra, ook besonder hoog is.

HANDELSAKTIWITEITE

111. Sterk vertoë is tot die Raad gerig in verband met Samba se handelsaktiwiteite. Afgesien van die bewering dat leweransiers hoër invorderingsgelde moet betaal om Samba se onekonomiese handelsaktiwiteite te subsidieer, is aangevoer dat dit in beginsel verkeerd is dat 'n koopvereniging self tot die handel toetree en met sy leweransiers meeding. Samba se eie afdelingswinkel en vulstasies is as voorbeelde aangehaal van sulke "onbehoorlike" mededinging. Soos in paragraaf 104 vermeld, het Samba redes aangevoer waarom dit nodig was om in belang van sy lede en sy eie voortbestaan tot die handel toe te tree. Die primêre oogmerk was om die boikot wat in die vyftigerjare teen hom gevoer is, die hoof te bied. Die rede waarom daarmee voortgegaan word is, in die woorde van 'n Samba-woordvoerder, om as 'n versekeringspolis te dien vir Samba se toekomstige beveiliging. Daarbenewens versterk dit Samba se bedingingsvermoë (countervailing power) teenoor die handel ter verkryging van dienste teen sy eie voorwaardes.

⁽¹⁾ Kyk paragrawe 103-104.

112. As regards Samba's reasons why it should be necessary to continue its own business activities, the Board wishes to point out that the boycott of the early fifties took place *before* the adoption of the Regulation of Monopolistic Conditions Act, No. 24 of 1955. Should the existence of a buy-aid association be threatened, under the present dispensation, by organised boycotts, it would constitute a matter where the Minister of Economic Affairs could take action after an investigation by the Board. It should no longer be necessary for an undertaking in the Republic to carry on uneconomic activities merely to protect itself against the monopolistic practices of other parties in the market.

113. In the opinion of the Board, it is undesirable to consider this matter in isolation, and the Board is reluctant to express an opinion on the principle applying to the right of particular types of undertakings to enter more than one field of business. According to its terms of reference in this connection, it is the task of the Board *inter alia* to ascertain whether the trading activities of buy-aid associations in the Magisterial District of Bloemfontein are responsible for a monopolistic condition, i.e. whether competition is restricted thereby and, if so, whether such restriction is or may be responsible for one or more of the consequences mentioned in section 2 of the Act.

114. It is the opinion of the Board that a buy-aid association's participation in commerce need not necessarily in itself restrict competition, but that it could in fact even intensify competition in certain circumstances. It is the opinion of the Board, however, that competition in Bloemfontein is in fact restricted by Samba's trading activities, but that this is due to particular circumstances, namely Samba's dominant position as the only large and established buy-aid association, and its policy of arbitrarily refusing to accept dealers as contractors. Should a buy-aid association follow practices that restrict the entry of undertakings into commerce, its own participation in commerce could strengthen the tendency to exclude contractors, particularly in those branches of commerce where it competes with potential contractors. Clear evidence of this is the position with regard to department stores, where Floreat and only one other department store have been accepted as contractors. The attempts of a third large department store to become a contractor have so far been unsuccessful. It is the opinion of the Board that this restriction of competition among department stores should be ascribed not only to the existence of Samba's own undertaking, Floreat, but also to Samba's policy of preventing the entry of other department stores as contractors. The existence of its own store could, however, influence Samba's policy in connection with the appointment of contractors in this branch of commerce.

115. It is furthermore the opinion of the Board that, as regards Samba's two filling stations, competition with other filling stations and garages in Bloemfontein is restricted to the extent to which such undertakings are unable to succeed in being accepted as contractors on the same terms as Samba's filling stations. Its own trading activities in this connection are responsible for a restriction of competition to the extent to which Samba follows a policy of exclusiveness in the appointment of filling stations and garages as contractors.

116. The Board has already shown that Samba's policy of exclusiveness in respect of the appointment of contractors and its refusal to share contractors are responsible for monopolistic conditions in terms of the Act, and the Board regards Samba's own trading activities as a condition which contributes to the strengthening and perpetuation of the practices by which competition is restricted.

112. Wat Samba se redes betrek waarom dit vir hom noodsaaklik sou wees om sy eie handelsaktiwiteite voort te sit, wil die Raad daarop wys dat die boikot van die vroeë vyftigerjare plaasgevind het vóór die aanname van die Wet op Reëling van Monopolistiese Toestande, No. 24 van 1955. Indien die voortbestaan van 'n koopvereniging onder die huidige bedeling deur georganiseerde boikotte bedreig word, sal dit 'n aangeleentheid wees waarteen die Minister van Ekonomiese Sake kan optree ná ondersoek deur die Raad. Dit hoef nie langer vir 'n onderneming in die Republiek nodig te wees om onekonomiese aktiwiteite voort te sit bloot om homself teen die monopolistiese praktyke van ander partye in die mark te beskerm nie.

113. Die Raad meen dat dit onwenslik is om hierdie kwessie in isolasie te oorweeg en wil hom ook nie graag uitspreek oor die beginsel rakende besondere ondernemingsvorme se reg om hulle op meer as een terrein van die sakelewe te begewe nie. Die taak van die Raad ingevolge sy opdrag in hierdie verband is, onder meer, om vas te stel of koopverenigings se handelsaktiwiteite in die landdrostdistrik Bloemfontein vir 'n monopolistiese toestand verantwoordelik is, dit wil sê, of mededinging daardeur beperk word en, indien wel, of sodanige beperking vir een of meer van die gevolge wat in artikel 2 van die Wet genoem word, verantwoordelik is of kan wees.

114. Na die Raad se mening hoef 'n koopvereniging se deelname aan die handel in sigself nie mededinging te beperk nie maar kan dit mededinging in bepaalde omstandighede selfs verskerp. Die Raad meen egter dat mededinging in Bloemfontein wel beperk word deur Samba se handelsaktiwiteite maar weens die besondere omstandighede wat aldaar bestaan, naamlik Samba se oorheersende posisie as die enigste groot en gevestigde koopvereniging en sy beleid om op arbitrêre wyse handelaars as leweransiers te weier. Indien 'n koopvereniging praktyke beoefen wat die toetrede van ondernemings tot die handel bemoeilik, kan sy eie deelname aan die handel die neiging tot uitsluiting van leweransiers versterk, veral in daardie vertakkinge van die handel waar hy met potensiële leweransiers meeding. 'n Goeie bewys hiervoor is die posisie ten opsigte van afdelingswinkels, waar Floreat en slegs één ander afdelingswinkel as leweransier aanvaar is. 'n Derde groot afdelingswinkel se pogings om leweransier te word, het tot dusver misluk. Die Raad meen dat hierdie beperking van die mededinging tussen afdelingswinkels nie net aan die bestaan van Samba se eie onderneming, Floreat, gewyt moet word nie, maar aan Samba se beleid om die toetrede van verdere afdelingswinkels as leweransiers te verhinder. Die bestaan van sy eie winkel kan egter Samba se beleid in verband met die aanstelling van leweransiers in hierdie vertakking van die handel beïnvloed.

115. Wat Samba se twee vulstasies betref, meen die Raad ook dat mededinging met ander vulstasies en garages in Bloemfontein beperk word tot die mate waarin sodanige ondernemings nie daarin kan slaag om op dieselfde voorwaardes as Samba se vulstasies as leweransiers aanvaar te word nie. Tot die mate wat Samba 'n eksklusiewe beleid volg by die aanstelling van vulstasies en garages as leweransiers, is sy eie handelsaktiwiteite in hierdie verband vir 'n beperking van mededinging verantwoordelik.

116. Die Raad het reeds aangetoon dat Samba se beleid van eksklusiwiteit ten opsigte van die aanstelling van leweransiers, en sy weiering om leweransiers te deel, vir monopolistiese toestande ingevolge die Wet verantwoordelik is en beskou sy eie handelsaktiwiteite as 'n toestand wat meewerk om die praktyke waardeur die mededinging beperk word, te versterk en te laat voortduur.

SUMMARY

117. After consideration of the actions of buy-aid associations with regard to membership, contractors, collection fees and their own trading activities, the Board finds that Samba's actions in the Magisterial District of Bloemfontein are responsible for three monopolistic conditions in terms of the Act, namely—

- (a) its policy of exclusiveness in the appointment of dealers as contractors;
- (b) its refusal to renew the contracts of dealers who join other similar organisations as contractors; and
- (c) the annual appointment of contractors according to a tender system.

It is furthermore the opinion of the Board that the other complaints and representations, such as that Samba maintains excessively high rates of collection fees and that it competes in an improper manner both with its contractors and with other dealers may be ascribed to Samba's dominant position as the only large buy-aid association in Bloemfontein and to the absence of effective competition. In addition, it is the opinion of the Board that the afore-mentioned three monopolistic conditions are employed to perpetuate Samba's position of power and to prevent the development of competition.

118. It is noteworthy, and significant, that in other centres where the market structure with regard to buy-aid associations differs essentially from that of Bloemfontein, the three afore-mentioned monopolistic conditions are absent. The Board was informed that sporadic complaints about exclusiveness had in fact occurred in Pretoria in the past, while tender system had been applied by certain buy-aid associations until early in the fifties. These problems have, however, been solved in the meantime, apparently to the satisfaction of the respective parties and without intervention by the Government. There are strong indications, therefore, that the reason why similar adjustments did not take place also in Bloemfontein is to be found in Samba's strong and unassailable position as virtually the only buy-aid association; in other words, in the market structure in Bloemfontein.

119. In the following chapter, the Board will give consideration, in accordance with the provision of section 3 (2) of the Act, to the question whether there are circumstances which justify the existence of the afore-mentioned monopolistic conditions in the public interest.

CHAPTER IV

THE QUESTION OF PUBLIC INTEREST.—ARGUMENTS ADVANCED BY INTERESTED PARTIES

INTRODUCTION

120. In the course of the investigation, certain specific complaints about Samba's dominant position as the only large buy-aid association in Bloemfontein and the manner in which it allegedly abuses its powers, were laid before the Board, and, in the light of the evidence given and of its own investigation, the Board came to the conclusion that Samba's actions are responsible for three monopolistic conditions in terms of the Act. (1) These conditions will now be examined in the light of the evidence which was gathered and of the arguments advanced by various parties in justification thereof in the public interest.

(1) See Chapter III.

SAMEVATTING

117. Na oorweging van koopverenigings se optrede met betrekking tot lidmaatskap, leweransiers, invorderingsgelde en eie handelsaktiwiteite, bevind die Raad dat Samba se optrede in die landdrosdistrik Bloemfontein vir drie monopolistiese toestande ingevolge die Wet verantwoordelik is, naamlik—

- (a) sy beleid van eksklusiwiteit by die aanstelling van handelaars as leweransiers;
- (b) sy weiering om die leweransierskontrakte van handelaars wat by ander dergelike organisasies as leweransiers aansluit, te hernieu; en
- (c) die jaarlikse aanstelling van leweransiers volgens 'n tenderstelsel.

Voorts meen die Raad dat die ander klagtes en vertoë, soos dat Samba buitensporige hoë koerse van invorderingsgelde handhaaf of op onbehoorlike wyse met sy leweransiers en ander handelaars meeding, toe te skrywe is aan Samba se oorheersende posisie as die enigste groot koopvereniging in Bloemfontein en die afwesigheid van effektiewe mededinging. Daarbenewens glo die Raad dat die genoemde drie monopolistiese toestande aangewend word om Samba se magposisie te bestendig en die ontwikkeling van mededinging te verhoed.

118. Dit is opvallend, en betekenisvol, dat in ander sentra waar die markstruktuur wat koopverenigings betref, wesenlik van dié in Bloemfontein verskil, die drie genoem monopolistiese toestande afwesig is. Na die Raad meegedeel is, het sporadiese klagtes oor eksklusiwiteit wel in die verlede byvoorbeeld in Pretoria voorgekom, terwyl tenderstelsels tot vroeg in die vyftigerjare deur sommige koopverenigings toegepas is. Hierdie probleme is egter intussen blykbaar tot bevrediging van die onderskeie partye opgeklaar sonder die owerheid se bemoeïing. Die aanduidings is dus sterk dat die rede waarom dergelike aanpassings nie ook in Bloemfontein plaasgevind het nie, aan Samba se sterk en oorheersende posisie as prakties die enigste koopvereniging, met ander woorde, die markstruktuur, gewyt kan word.

119. In die volgende hoofstuk sal die Raad ooreenkomstig die bepaling van artikel 3 (2) van die Wet oorweging skenk aan die vraag of daar omstandighede aanwesig is wat die bestaan van die betrokke monopolistiese toestande in die openbare belang regverdig.

HOOFSTUK IV

DIE VRAAGSTUK VAN OPENBARE BELANG.—ARGUMENTE VAN DIE BELANGHEBBENDES

INLEIDING

120. Gedurende die ondersoek is sekere spesifieke klagtes oor Samba se dominante posisie as die enigste groot koopvereniging in Bloemfontein en die wyse waarop hy sy magte na bewering sou misbruik, by die Raad aanhangig gemaak en het die Raad, in die lig van die gelewerde getuienis en sy eie ondersoek, tot die gevolgtrekking geraak dat Samba se optrede vir drie monopolistiese toestande ingevolge die Wet verantwoordelik is. (1) Voorts word hierdie toestande oorweeg in die lig van die getuienis wat ingewin is en die argumente wat deur verskillende partye ter regverdiging daarvan in die openbare belang gelewer is.

(1) Kyk Hoofstuk III.

EXCLUSIVENESS PRACTISED IN THE APPOINTMENT OF CONTRACTORS

121. Samba admitted to the Board, in both its written and oral evidence, to following an exclusive policy with regard to the appointment of contractors. Before the Board considers the question whether circumstances exist which justify the above-mentioned monopolistic practice in the public interest, the Board will first submit Samba's arguments and reasons in justification of this practice, as well as the views, for and against, of other interested parties.

(i) Arguments in favour of exclusiveness

(a) Appointment according to needs

122. Samba asserts that its policy of exclusiveness enables it to appoint contractors on a scientific basis according to its members' needs. It states, in its written evidence, that a written statement is being prepared, after the annual tenders have been received, for consideration by the directors. In this statement tenders are grouped together according to type of commodity, while statistical data are furnished on turnover, number of purchasing members, and general trends. Samba asserts that this enables the directors to acquaint themselves with the rate of turnover in each category, and to ascertain which contractors are making progress or losing ground, whether the revenue from each category is constant or fluctuating, and whether the number of contractors in each category appears to be either too great or too small.

123. The selection of new contractors is influenced by members' representations, as well as by complaints lodged with the directors about the standard of services provided by the contractors.

124. Geographical factors are also taken into consideration. To obviate unnecessary delivery costs and expenditure, contractors are appointed in such a manner that they are spread throughout the city. A Samba spokesman put it to the Board that the factors taken into account were: Rate of turnover, growth of membership, and service points. The rule was not to have too many contractors in the same line of business too close together in the suburbs. The same spokesman added that Samba was more lenient in the centre of the city, since people tended to buy as they chose, but that in the suburbs there was more insistence on this point; they (Samba) avoided, as far as possible, having two grocery stores, or two bottle stores, or two dairies adjacent to each other.

(b) Value of contract to the contractor

125. The exclusive policy ensures that the contractor's contract is of value to him. It induces him to keep his selling prices low and competitive *vis-à-vis* non-contractors, and to maintain a satisfactory standard of services. Failure to do so might cause him to lose his contract. In other words, if everybody who made application should be accepted as a contractor, a Samba contract would be easy to come by and contractors would be indifferent as to whether they retained it or not. Prices would then tend to rise while the standard of services would deteriorate.

126. Samba admits nevertheless that a Samba contract could be of great value to an undertaking in certain circumstances; for instance, if the turnover were such that the additional sales to Samba members enabled the undertaking to attain or pass the break-even point. The granting of a Samba contract cannot, however, turn a weak undertaking into a sound one; but a sound undertaking could be turned into an even better one.

EKSKLUSIWITEIT BY DIE AANSTELLING VAN LEWERANSIERS

121. Samba het in sy skriftelike sowel as mondelinge getuienis aan die Raad erken dat 'n eksklusiewe beleid met betrekking tot die aanstelling van leweransiers gevolg word. Voordat die Raad die vraag oorweeg of daar omstandighede bestaan wat hierdie monopolistiese praktyk in die openbare belang regverdig, verstrekk hy eers Samba se argumente en redes ter regverdiging daarvan, asook ander belanghebbendes se standpunte daarvoor en daarteen.

(i) Argumente ten gunste van eksklusiwiteit

(a) Aanstelling volgens behoeftes

122. Samba beweer dat sy eksklusiewe beleid hom in staat stel om leweransiers op 'n wetenskaplike basis volgens sy lede se behoeftes aan te stel. In sy skriftelike getuienis sê dat hy 'n voorlegging ná ontvangs van die jaarlikse tenders vir oorweging deur die direksie voorberei word. Hierin word tenders volgens die soorte handelsware gegroepeer, terwyl statistiese gegewens omtrent omsette, aantal kopende lede en algemene neigings verstrekk word. "Hieruit kan die direksielede hulle op die hoogte van sake bring met hoe die omset in elke groep beweeg het, welke kontrakteurs vordering of agteruitgang toon, of die inkomste uit elke groep konstant bly of wissel en of die aantal kontrakteurs in elke groep te min of te veel blyk te wees."

123. Keuring van nuwe leweransiers word beïnvloed deur lede se verhoë asook klagtes wat by direkteure oor bestaande leweransiers se gehalte van diensverlening ahangig gemaak word.

124. Geografiese faktore word ook in aanmerking geneem. Leweransiers word so benoem dat hulle dwarsdeur die stad versprei is ten einde onnodige aflewering-koste en uitgawes te voorkom. Soos 'n woordvoerder van Samba dit aan die Raad gestel het: "Jy kyk na jou omsette; jy kyk na die styging van jou lede; jy kyk na jou dienspunt." In voorstede is dit die beleid om nie te veel van dieselfde soort besigheid te na aan mekaar as leweransiers te hê nie. Dieselfde woordvoerder het bygevoeg: "In die middestad is ons meer toegeeflik, want hier wil 'n mens maar koop as jy wil, maar buitekant is ons 'n bietjie gesteld daarop. Ons wil nie graag twee kruidenierswinkels langs mekaar hê buitekant en twee drankwinkels en twee melkerye as dit moontlik is nie."

(b) Waarde van kontrak vir leweransier

125. Die eksklusiewe beleid verseker dat die leweransier se kontrak vir hom waarde het. Dit moedig hom aan om sy verkooppryse laag en mededingend met nie-leweransiers te hou en sy standaard van diensverlening op 'n bevredigende peil te hou. Doen hy dit nie, kan hy moontlik sy kontrak verloor. Anders gestel, indien almal wat aansoek doen as kontrakteurs aanvaar word, sal 'n Samba-kontrak "goedkoop" word en leweransiers sal min omgee of hulle dit behou of nie. Pryse sal dan neig om te styg terwyl diensverlening sal verswak.

126. Samba erken nietemin dat 'n Samba-kontrak vir 'n onderneming in sekere omstandighede van groot waarde kan wees, soos waar die omset van so 'n aard is dat die bykomende verkope aan Samba-lede so 'n onderneming in staat stel om die winsdrempel (break-even point) te bereik of oor te steek. Die verlening van 'n Samba-kontrak kan egter nie van 'n swak saak 'n goeie saak maak nie; maar van 'n goeie saak kan hy 'n beter saak maak.

(c) Effect on competition in commerce

127. Samba asserts that its policy of exclusiveness is aimed at intensifying competition in trade. Intensified competition can never prevent dealers from making a living, but it could help to combat over-trading. A Samba representative asserted in this connection that the abolition of this policy would constitute a disaster for trade, since the tendency would arise for everybody to start a small business; that there were people who believed that a Samba contract was the Alpha and Omega of business; but that experience had shown that many people lived in a fool's paradise and, when their business failed, blamed Samba and complained about high collection fees. In his opinion, running a business entailed more than merely obtaining a Samba contract.

128. Samba goes on to assert that its exclusive policy has a favourable effect on cost of living. Both contractors and non-contractors dealing in the same commodities are obliged to keep their price levels in check, since the consumer public—buy-aid association members as well as non-members—compare prices and support the dealers that afford them the best value for their money. The fact that a dealer is a contractor to a buy-aid association does not mean that the members will support him in all circumstances. If the prices of non-contractors are lower, or if an attractive cash discount is allowed, even members tend to prefer buying from a non-contractor. Should all undertakings be contractors, this incentive to keep prices down would fall away.

(d) Effect on entry

129. Samba denies that the exclusive appointment of contractors discourages the entry of new undertakings into business in Bloemfontein, or that the acceptance of a new undertaking as a contractor ensures such undertaking's successful entry into commerce. To support this assertion, Samba laid before the Board lists of—

(i) thirty-one undertakings in Bloemfontein which, during the period August 1966 to February 1969, gave up business in spite of the fact that they were contractors to Samba; and

(ii) forty undertakings which, during the same period, terminated their contracts or failed to renew them.

130. A Samba representative pointed out, in his evidence before the Board, that numerous persons entered the business world of Bloemfontein with great success without having a Samba contract. He went on to say that there were numerous large undertakings such as supermarkets and chain stores which were apparently not interested in being contractors to buy-aid associations but were obviously flourishing.

(e) Right to act exclusively

131. Apropos the argument that an undertaking's inability to obtain a Samba contract puts it at a serious disadvantage, Samba stresses the fact that it is under no obligation to ensure that any undertaking is able to make a living. As in any other field of business, for instance with regard to the distribution of petrol and the laying out of new townships, where the principle of exclusiveness is recognised, Samba, too, wishes to exercise this right in the interests of its members and to prevent contractors from forming rings. A Samba spokesman, in giving evidence before the Board, stated, apropos the possible effect of abolishing the policy of exclusiveness, that not only Samba but also the consumer in particular would be

(c) Uitwerking op onderlinge mededinging in die handel

127. Samba voer aan dat sy eksklusiewe beleid "daarop gemik is om mededinging in die handel te verskerp. . . . Verskerpte mededinging kan nooit veroorsaak dat handelaars nie 'n bestaan kan maak nie, maar dit kan daartoe bydra om oorbesetting te bekamp." 'n Verteenwoordiger van Samba het in hierdie verband beweer dat die afskaffing van hierdie beleid 'n ramp vir die handel sal wees omdat die neiging sal ontstaan dat elkeen 'n "besigheidjie" sal wil begin; dat daar diegene is wat glo 'n Samba-kontrak is die alfa en omega van besigheid; dat die ondervinding egter geleer het dat baie in so 'n gekkeparadys verkeer en as die saak dan misluk, word Samba daarvoor geblameer en kla hulle oor die invorderingsgeld. Na sy mening behels besigheid meer as legs die verkryging van 'n Samba-kontrak.

128. Voorts beweer Samba dat sy eksklusiewe beleid 'n gunstige uitwerking op die koste van lewensonderhoud het. Die leweransiers en die nie-leweransiers wat in dieselfde handelsware handel dryf, moet noodgedwonge hul pryse in toom hou omdat die koperspubliek—lede sowel as nie-lede van koopverenigings—prysvergelykings maak en dié verkoper ondersteun waar hy die beste waarde vir sy geld kry. Die feit dat 'n handelaar 'n leweransier van 'n koopvereniging is, beteken nie dat lede hom in alle omstandighede sal ondersteun nie. Indien nie-leweransiers se pryse laer is of 'n aantreklike kontantafslag toegestaan word, sal selfs lede neig om lewers van die nie-leweransier te koop. Indien almal leweransiers is, verval hierdie aanmoediging om pryse laag te hou.

(d) Uitwerking op toetrede

129. Samba ontken dat die eksklusiewe aanstelling van leweransiers die toetrede van nuwe ondernemings tot die sakewêreld in Bloemfontein ontmoedig of dat die aanvaarding van 'n nuwe onderneming as leweransier daardie onderneming suksesvolle toetrede tot die handel verseker. Ter stawing van hierdie bewering het Samba lyste aan die Raad voorgelê van—

(i) een-en-dertig ondernemings wat van Augustus 1966 tot Februarie 1969 sake in Bloemfontein gestaak het ten spyte daarvan dat hulle leweransiers van Samba was; en

(ii) veertig ondernemings wat gedurende dieselfde tydperk hul kontrakte opgesê het of nagelaat het om dit te hernieu.

130. 'n Verteenwoordiger van Samba het in sy getuienis voor die Raad daarop gewys dat talle persone met groot sukses tot die sakewêreld van Bloemfontein toegetree het sonder 'n Samba-kontrak. Daarbenewens is daar talle groot ondernemings, soos supermarkte en filiaalwinkels, wat blykbaar nie daarin belang stel om leweransiers van koopverenigings te wees nie en wat blykbaar floreer.

(e) Reg om eksklusief op te tree

131. Na aanleiding van die argument dat 'n onderneming se onvermoë om 'n Samba-kontrak te bekom vir hom ernstige nadele inhou, het Samba beklemtoon dat hy geen verpligting het om aan enige onderneming 'n lewensbestaan te verseker nie. Soos op ander terreine van die sakewêreld, byvoorbeeld ten opsigte van petrol-distribusie en die uitleg van nuwe dorpsgebiede, waar die beginsel van eksklusiwiteit erken word, wil Samba ook hierdie reg beoefen in belang van sy lede en om kombinasievorming onder leweransiers te voorkom. 'n Woordvoerder van Samba het in getuienis voor die Raad oor die moontlike uitwerking van die afskaffing van eksklusiwiteit verklaar: "Dit sal nie net Samba affekteer nie, maar sal veral ook die verbruiker affekteer in die

affected, in that, firstly, competition would be eliminated and, in the second place, the formation of rings would take place again, so that contractors could dictate as they chose. He went on to say that in his opinion the formation of rings was a greater evil than a monopoly.

(f) *Interests of Samba's members*

132. At this stage, the Board wishes to refer to the representations by individuals and by organisations such as staff associations, which were submitted to it on behalf of Samba members and supporters. Since these representations are of a general nature and do not actually support specific aspects of Samba's policy, they also apply to both the other monopolistic conditions. The Board will, however, take these representations into consideration, as constituting an important part of consumers' interests, in its final assessment of all three monopolistic conditions. The fact that Samba's more than 13 000 members constitute an extremely important part of the total White consumer public of Bloemfontein will also be taken into account.

133. The gist of the written and oral evidence furnished on behalf of Samba members is that Samba, as an organisation, provides them with essential services, and that nothing should be done to harm Samba's interests or to prevent it from continuing to render such services. In addition, general satisfaction was expressed regarding the standard and variety of Samba's services and the important part played by the facilities offered and by the annual bonus paid in the life of the ordinary salaried person.

(ii) *Objections to exclusiveness*

(a) *Restriction of competition*

134. Business undertakings which were unsuccessful in being accepted as contractors assert that their ability to compete with contractors purveying the same or similar commodities is detrimentally affected. They assert that a considerable percentage of Bloemfontein's White consumer public are members of buy-aid associations and belong mainly to Samba. The mere fact that Samba alone has an annual turnover of close on R10 million, which is wholly at the disposal of dealers who have been accepted as contractors, is an indication of the extent of the disability experienced by non-contractors.

135. While the support of some of the members of buy-aid associations can in fact be attracted by means of lower prices and better services, a high percentage of members seldom have enough cash at their disposal to buy from non-contractors. In addition, the Board was informed that some members made cash purchased for only a short period after pay-day, after which they tended to continue buying on their buy-aid association accounts, so that non-contractors could do little to obtain any appreciable part of buy-aid members' support.

136. It was also stated that certain types of undertakings in Bloemfontein were undoubtedly more dependent on buy-aid associations for their success than others. The examples quoted are undertakings such as dry-cleaners, dairies, pharmacies, jewellers, bottle stores and florists. Some of the reasons given are that the commodities of these undertakings consist mainly of occasional items that are not regularly purchased, and that the expenditure these commodities entail is consequently not always budgeted for in advance by the consumer. According to the evidence, buy-aid members normally buy these commodities on their accounts and not for cash. Another factor mentioned was that some of these commodities are mostly ordered by telephone and delivered by the supplier, so that cash payment is difficult in the circumstances and it is far more convenient for the member to have his buy-aid association account debited than to arrange for cash payment.

opsig dat jy in die eerste plek kompetisie sal wegneem, en in die tweede plek sal jy weer ringvorming kry sodat hulle voorskryf wat hulle wil doen en nie wil doen nie—ek dink 'n erger ding as monopolie is die kwessie van ringvorming."

(f) *Belange van Sambalede*

132. Die Raad wil in hierdie stadium verwys na die verhoë wat deur individue en organisasies, soos personeelverenigings, namens lede en ondersteuners van Samba aan hom gerig is. Aangesien hierdie verhoë van 'n algemene aard is en nie juis ter ondersteuning van 'n spesifieke aspek van Samba se beleid nie, geld dit ook vir beide die ander twee monopolistiese toestande. Die Raad sal hierdie verhoë egter in aanmerking neem by die finale beoordeling van al drie die monopolistiese toestande, as 'n belangrike deel van die verbruikersbelang. Dit sal ook in ag geneem word dat Samba se meer as 13 000 lede 'n uiters belangrike deel van die totale Blanke verbruikerspubliek van Bloemfontein verteenwoordig.

133. Die kern van die skriftelike en mondelinge getuienis wat namens Sambalede ontvang is, was dat Samba as organisasie noodsaaklike dienste aan hulle lewer en dat niks gedoen behoort te word wat Samba se belange skaad of hom verhoë om voort te gaan om sodanige dienste te lewer nie. Daarbenewens is algemene tevredenheid uitgespreek oor die gehalte en verskeidenheid van Samba se dienste en die belangrike rol wat die geriewe wat gebied, en die jaarlikse bonus wat betaal word, in die bestaan van die gewone salaris-trekker speel.

(ii) *Besware teen eksklusiwiteit*

(a) *Beperking van mededinging*

134. Sake-ondernemings wat nie daarin kon slaag om as leweransiers aanvaar te word nie, voer aan dat hul vermoë om mee te ding met leweransiers wat dieselfde of soortgelyke goedere verkoop, nadelig geraak word. Hulle beweer dat 'n aansienlike persentasie van Bloemfontein se Blanke verbruikers lede van koopverenigings—hoofsaaklik van Samba—is. Bloot die feit dat Samba alleen 'n jaarlikse omset van by die R10 miljoen het, wat geheel-en-al tot beskikking van handelaars is wat as leweransiers aanvaar is, toon die omvang van die agterstand van nie-leweransiers.

135. Hoewel sommige lede van koopverenigings se ondersteuning tot 'n mate wel met laer pryse en beter diens getrek kan word, is daar 'n groot persentasie van die lede wat selde oor die kontant beskik om van nie-leweransiers te koop. Die Raad is ook meegedeel dat sommige lede slegs vir 'n kort tydperk vanaf betaaldag teen kontant sal koop, waarna die neiging is om steeds meer op koopverenigingrekeninge te koop, sodat daar min is wat die nie-leweransier kan doen om 'n aansienlike gedeelte van koopvereniginglede se steun te verkry.

136. Dit is ook beweer dat sekere soorte ondernemings in Bloemfontein beslis meer van koopverenigings vir hul sukses afhanklik is as andere. Ondernemings wat as voorbeelde genoem is, is droogskoonmakers, melkerie, aptekers, juwelierswinkels, drankwinkels en bloemiste. Van die redes wat aangegee is, is dat sommige van hierdie sake se goedere hoofsaaklik geleentheidsartikels is wat nie gereeld aangekoop word nie, en dat die uitgawe daaraan verbonde dus nie altyd deur die verbruiker vooraf voor begroot word nie. Die koopvereniginglid sal volgens getuies, normaalweg hierdie goedere op sy rekening koop en nie teen kontant nie. Nog 'n faktor wat genoem is, is dat sommige van hierdie goedere meesal telefonies bestel en deur die verskaffer afgelewer word sodat kontantvereffening uiteraard moeilik is en dit vir die lid veel geriefliker is om sy koopverenigingrekening te laat debiteer as om te reël vir kontantbetaling.

137. In brief, the complaints against Samba's policy of exclusiveness, from the point of view of competition, may be summed up as discrimination against dealers who are not accepted as contractors and the favouring of dealers who have been accepted.

(b) *Restriction of entry*

138. While it has not been asserted that exclusiveness makes the entry of new undertakings altogether impossible, it is felt that entry is impeded by it. New undertakings are obliged to make application from scratch, and stand less chance than the established undertakings with which they have to compete for a Samba contract. Some of them have been trying for several years to be accepted as contractors. In addition, it goes without saying that the support of the large number of buy-aid association members is of the utmost importance to some new undertakings and denial of this support necessarily constitutes an immense disadvantage.

139. Then, too, the argument is advanced here that a contractor's contract is more important to the successful entry of some types of undertakings than it is for others. The types of undertakings and the reasons why this should be so are the same as those mentioned in paragraph 136. It appears that supermarkets and chain stores, which follow a policy of narrow profit margins accompanied by rapid turnover and minimum services, mostly aim at the cash trade and are consequently less dependent on buy-aid association contracts.

(c) *Indirect results*

140. Various interested parties gave evidence before the Board regarding the alleged indirect detrimental effects on commerce in Bloemfontein, of Samba's exclusive appointment of contractors, and on its relationship with its contractors. The most important of these effects are that this exclusiveness contributes to the strengthening of Samba's position of power and that it enables Samba to demand unreasonable standards and improper conditions of contractors. A businessman who has been associated with Samba for many years asserted that the collection fees were rising steadily and that, although he already found it extremely difficult to pay over his present collection fees of 10 per cent, he would be forced to comply should they be increased to say 12½ per cent. Samba admits that its policy of exclusiveness is aimed at, *inter alia*, preventing contractors from dictating to it, for instance by forming rings (see paragraph 131).

141. It is also asserted that Samba's position of power, which is a result of its policy of exclusiveness, encourages it to practise uneconomic activities, since it is always in the position to maintain its rate of bonus by means of increased collection fees. A result of the exceptionally high collection fees is that the contractors' profit-making position is detrimentally affected, and that their ability to finance essential expansions and improvements is restricted.

142. Strict exclusiveness, accompanied by short-term appointment (annual renewal according to a tender system) is alleged to create uncertainty in the business world. Any undertaking which has built up a considerable turnover with Samba members cannot be sure that it will again be appointed as a Samba contractor the following year. In addition to the fact that this uncertainty strengthens Samba's hold on it, it induces the firm to make concessions to Samba members, such as free deliveries and arrangements for the payment for goods to be made in instalments. An undertaking that does not make such concessions may arouse the members' disapproval, which may lead to the termination of its contract. The more difficult it is to obtain a Samba contract, the greater the likelihood that Samba and its members might abuse the position, to the detriment of the business world.

137. Samevattend kan die besware teen Samba se beleid van eksklusiwiteit uit die oogpunt van mededinging opgesom word as diskriminasie teenoor handelaars wat nie as leweransiers aanvaar word nie ten gunste van handelaars wat wel aanvaar is.

(b) *Beperking van toetrede*

138. Hoewel daar nie beweer is dat eksklusiwiteit die toetrede van nuwe ondernemings geheel-en-al onmoontlik maak nie, is aangevoer dat dit toetrede bemoeilik. Nuwe ondernemings moet van vooraf aansoek doen om 'n leweransierskontrak en het 'n swakker kans as die gevestigde ondernemings waarmee hulle om 'n Samba-kontrak moet meeding. Sommige van hulle probeer reeds vir etlike jare om as leweransiers aanvaar te word. Daarbenewens is die ondersteuning van die groot getal koopvereniginglede vir sommige nuwe ondernemings van selfsprekend uiters belangrik en moet ontseggings daarvan noodwendig 'n geweldige struikelblok wees.

139. Die argument is hier ook aangevoer dat 'n leweransierskontrak vir sommige soorte ondernemings belangriker vir suksesvolle toetrede is as vir ander. Die soorte sake en die redes waarom dit die geval sou wees, is dieselfde as in paragraaf 136 uiteengesit. Dit kom voor asof supermarkte en finaalwinkels, waar 'n beleid van lae winsmarges gepaard met snelle omset en minimum diens gevolg word, hoofsaaklik op die kontanhandel toegespits is en derhalwe minder afhanklik is van koopverenigingskontrakte.

(c) *Indirekte gevolge*

140. Verskeie belanghebbendes het voor die Raad getuig oor beweerde indirekte nadelige gevolge van Samba se eksklusiewe aanstelling van leweransiers op die handel in Bloemfontein en op sy verhouding met sy leweransiers. Die belangrikste hiervan is dat dit bydra om Samba se magposisie te versterk en hom in staat stel om onbehoorlike eise en voorwaardes van leweransiers af te dwing. 'n Sakeman met jarelange verbintenis met Samba het beweer dat die invorderingsgelde steeds styg en hoewel hy dit reeds uiters moeilik vind om sy huidige invorderingsgeld van 10 persent af te staan, hy maar sal moet instem indien dit tot sê 12½ persent verhoog sou word. Samba erken self dat sy eksklusiewe beleid onder meer beoog om te voorkom dat leweransiers aan hom voorskryf, byvoorbeeld deur kombinasievorming (kyk paragraaf 131).

141. Die magposisie van Samba as gevolg van sy eksklusiewe beleid, so word verder beweer, moedig hom aan om nie-ekonomiese aktiwiteite te beoefen, aangesien hy altyd oor die mag beskik om sy bonuskoers deur middel van hoër invorderingsgelde te handhaaf. 'n Gevolg van die buitengewoon hoë invorderingsgelde is dat leweransiers se winsposisie nadelig geraak word en dat hulle vermoë om noodsaaklike uitbreidings en verbeterings te finansier, daardeur beperk word.

142. Die strenge eksklusiwiteit, gepaard met die kort termyn van aanstelling (jaarlikse hernuwing volgens 'n tenderstelsel) skep na bewering onsekerheid in die sakelewe. Die onderneming wat reeds 'n aansienlike omset met Sambalede opgebou het, het geen sekerheid dat hy vir die volgende jaar weer as leweransier aangestel sal word nie. Behalwe dat hierdie onsekerheid bydra tot Samba se houvas op hom, moedig dit hom ook aan om toegewings aan Sambalede te doen, soos gratis aflewering en reëlings om die vereffening vir goedere in paaiemente te doen. Die onderneming wat nie sulke toegewings doen nie, kan lede se onguns verwerk, wat tot beëindiging van hul kontrakte kan lei. Hoe moeiliker dit is om 'n Samba-kontrak te bekom, hoe groter is die moontlikheid vir Samba en sy lede om die posisie tot nadeel van die sakelewe uit te buit.

REFUSAL TO RENEW THE CONTRACTS OF DEALERS WHO JOIN OTHER SIMILAR ORGANISATIONS

143. As in the case of the exclusive appointment of contractors, Samba admitted, with regard to this monopolistic condition, that it has to date followed the practice, and intends continuing to do so, of refusing to share its contractors with other buy-aid associations.

(i) Arguments in favour of the practice

144. In its written evidence submitted to the Board, Samba adopted the attitude that, should a contractor, during the term of his contract with Samba, enter into a similar agreement with any other organisation carrying on business similar to that of Samba, circumstances might arise that could lead to certain irregularities or malpractices, which are described as follows in its memorandum: "Such irregularities or malpractices include the following:

- (i) Control of members' credit becomes impossible.
- (ii) Manipulation of the accounts of members who get into difficulties with one association, takes place.
- (iii) Malpractice by members in dividing purchases according to highest percentages." (Translation).

145. In their oral evidence before the Board, Samba's representatives elaborated on these alleged irregularities or malpractices. In the first place, it was asserted that it would not be possible for Samba to exercise credit control over members belonging to two buy-aid associations. Furthermore, Samba feared that dealers would transfer the purchases of a member who belonged to a second buy-aid association and who got into difficulties, to Samba's account, if the second buy-aid association were considered to be financially unsound. Lastly, the possibility exists that a member might purchase all commodities to which high collection fees are applicable, from the other buy-aid association and those carrying low collection fees from Samba, while getting an equal share of Samba's bonus, which, in accordance with the requirement of the Co-operative Societies Act that members benefit on an equal footing, is based on turnover carrying high as well as low collection fees. In this way a member would obtain an undeserved advantage at the cost of Samba and its members. It was asserted that Samba was for this reason not prepared to share both members and contractors with other buy-aid associations. A Samba representative stated that the Association was prepared to share either members or contractors, but not both.

146. Samba stated emphatically, however, that it did not wish to prevent the establishment of a second buy-aid association, and was even prepared to meet any of its contractors who wished to join it by releasing them from their Samba contract. Furthermore, it was prepared to share any information at its disposal, such as information about the credit worthiness of members, with a new buy-aid association. Samba stated, however, that there was no need for a second buy-aid association in Bloemfontein, and that it was not content that another buy-aid association should intice away its contractors. Apart from the large number of traders in Bloemfontein who were not contractors to Samba, an additional 200 to 400 new business undertakings entered the business arena in Bloemfontein every year, which offered a second buy-aid association a wide field from which to recruit its contractors. A Samba spokesman stated that they welcomed competition, but not at Samba's expense.

WEIERING OM LEWERANSIERSKONTRAKTE VAN HANDELAARS WAT BY ANDER DERGELIKE ORGANISASIES AANSLUIT, TE HERNIEU

143. Soos in die geval van die eksklusiewe aanstelling van leweransiers, het Samba ook ten opsigte van hierdie monopolistiese toestand erken dat hy dit tot nou toe beoefen het en van voorneme is om ook in die toekoms te weier om sy leweransiers met ander koopverenigings te deel.

(i) Argumente ten gunste van die praktyk

144. In sy skriftelike getuienis aan die Raad het Samba die standpunt ingeneem dat indien 'n leweransier gedurende die termyn van sy kontrak 'n dergelike ooreenkoms aangaan met enige ander organisasie wat besigheid soortgelyk aan dié van Samba doen, omstandighede kan ontstaan wat sekere wanpraktyke in die hand kan werk, wat as volg in sy memorandum beskryf word: "Sodanige wanpraktyke sluit onder andere die volgende in:

- (i) Beheer oor lede se krediet raak onmoontlik.
- (ii) Manipulasie van lede se rekening wat by een vereniging in moeilikheid beland, vind plaas.
- (iii) Misbruik deur lede om aankope te verdeel volgens hoogste presentasies."

145. In hul mondelinge getuienis voor die Raad het Sambaverteenwoordigers hierdie beweerde wanpraktyke verder verduidelik. Eerstens word beweer dat dit nie vir Samba moontlik sal wees om kredietbeheer oor lede uit te oefen wat aan twee koopverenigings behoort nie. Verder vrees Samba dat handelaars die aankope van 'n lid wat aan 'n tweede koopvereniging behoort en in die moeilikheid beland, na Samba se rekening sal oorplaas indien die tweede koopvereniging finansiële nie as sterk beskou word nie. Laastens is daar die moontlikheid dat 'n lid al sy aankope waarop 'n hoë invorderingsgeld van toepassing is slegs by die ander koopvereniging sal doen en dié met 'n lae fooi by Samba en dan gelykop deel in Samba se bonus wat, ooreenkomstig die Koöperatiewe Wet se vereiste dat lede op gelyke basis bevoordeel word op omset met hoë sowel as lae invorderingsgelde gebaseer is. Sodoende sal so 'n lid 'n onverdiende voordeel ten koste van Samba en sy lede behaal. Om dié rede is Samba nie bereid om sowel lede as kontrakteurs met 'n ander koopvereniging te deel nie. 'n Verteenwoordiger van Samba het verklaar dat die Vereniging bereid was om of lede of leweransiers te deel, maar nie albei nie.

146. Samba het egter onomwonde verklaar dat hy nie die ontstaan van 'n tweede koopvereniging wil verhinder nie en selfs bereid is om enige van sy kontrakteurs wat daarby wil aansluit, tegemoet te kom deur hom van sy Sambakontrak te onthef. Ook is hy bereid om inligting waaroor hy beskik, soos oor lede se kredietwaardigheid, met 'n nuwe koopvereniging uit te ruil. Samba verklaar egter dat daar geen behoefte aan 'n tweede koopvereniging in Bloemfontein bestaan nie en dat hy nie daarmee genoeë neem dat 'n ander koopvereniging sy leweransiers afrokkel nie. Afgesien van die groot getal handelaars in Bloemfontein wat nie leweransiers van Samba is nie kom daar jaarliks van 200 tot 400 nuwe sake-ondernemings in Bloemfontein by, wat 'n tweede koopvereniging 'n wye veld bied waarin hy sy leweransiers kan werf. 'n Woordvoerder van Samba het sy standpunt as volg gestel: "... ons verwelkom kompetisie, maar dit moet nie ten koste van ons plaasvind nie."

(ii) *Objections to this practice*

147. The Chamber of Commerce of the Orange Free State, as well as most of the businessmen who gave evidence before the Board, was of the opinion that dealers should be allowed to contract with more than one buy-aid association.

148. The consensus was that a second buy-aid association had no hope of success as long as Samba refused to share contractors. It was pointed out that a second buy-aid association could expect sufficient consumer support only if it could offer contractors who were dealers of the desired standing and situated in the right area. These dealers, however, were either not interested in becoming contractors to any buy-aid association or were already contracted to Samba. These contractors would hardly consider exchanging their association with the large, well-established Samba for a contract with a young undertaking which could offer them very little, at this stage, in members of additional turnover. Most of them would, however, be prepared to give the new buy-aid association a chance, provided it did not endanger their Samba contract. This was revealed by the fact that various Samba contractors joined Safin on the assumption that they would retain their Samba contract, while certain other undertakings were interested in becoming contractors to Safin but were prevented from doing so by their fear of losing their Samba contract. Several undertakings informed the Board that they regarded a second buy-aid association as a healthy development and would support it. A witness summarised the consensus regarding Samba's aim in refusing to allow its contractors to tender for Safin, as follows:

"A reign of terror is maintained over the dealers in Bloemfontein as regards a second buy-aid association by the summary cancellation or rejection of their Samba contracts, thereby ensuring a monopoly, since, without the necessary contractors, no new buy-aid association is able to enter the field as a competitor." (Translation.)

149. As regards the question whether it was desirable that a second buy-aid association should be established in Bloemfontein, there was, as has already been indicated, a large measure of agreement in the commercial world. The high rate of collection fees, differential collection fees for the same commodities, the alleged disadvantages and uncertainty resulting from the annual renewal of contracts, as well as Samba's uneconomic trading activities, are all ascribed to the absence of effective competition for Samba. In addition, it was asserted that Samba's system was cumbersome and costly and that its indirect expenditure was exceptionally high, while the Board encountered only praise for Safin's system. The opinion was expressed that competition with a second buy-aid association would oblige Samba to revise its system.

150. Lastly, attention was drawn to the unhealthy state of affairs in a community where neither the members of the public nor the dealers had recourse to an alternative buy-aid association, should they consider that Samba had acted in an arbitrary or unfair manner towards them, or that Samba was following a policy aimed at preventing the establishment of a competitor.

ANNUAL APPOINTMENT OF CONTRACTORS
ACCORDING TO A TENDER SYSTEM(i) *Alleged advantages*

151. Samba's tender system and the manner in which it is applied constitute an integral part of its policy of exclusiveness in the appointment of contractors. The argument advanced in justification of the tender system

(ii) *Besware teen die praktyk*

147. Die Kamer van Koophandel van die Oranje-Vrystaat sowel as die meeste van die sakelui wat voor die Raad getuig het, was van mening dat handelaars toegelaat behoort te word om vir meer as een koopvereniging as leweransier op te tree.

148. Die algemene opvatting was dat 'n tweede koopvereniging geen hoop op welslae het solank Samba weier om leweransiers te deel nie. Daar is op gewys dat 'n tweede koopvereniging alleen voldoende ondersteuning van die verbruikers kan verwag indien hy handelaars van die regte gehalte en ligging as leweransiers kan aanbied. Hierdie handelaars stel egter òf nie daarin belang om leweransiers van enige koopvereniging te wees nie òf tree reeds op as leweransiers vir Samba. Laasgenoemde sal kwalik oorweeg om hul verbintenis met die groot, gevestigde Samba te verruil vir dié van 'n jong onderneming wat hulle in hierdie stadium baie min in die vorm van lede en addisionele omset kan bied. Die meeste sou egter wel bereid wees om die nuwe koopvereniging 'n kans te gee mits dit nie hulle Sambakontrak in gevaar stel nie. Dit blyk daaruit dat verskeie Sambaleweransiers by Safin aangesluit het in die veronderstelling dat hulle ook hul Sambakontrak sou behou, terwyl ander ondernemings belang gestel het om Safinleweransiers te word maar uit vrees vir die moontlike verlies van hul Sambakontrak daarvan weerhou is. Etlike ander ondernemings het die Raad meegedeel dat hulle 'n tweede koopvereniging as 'n gesonde ontwikkeling beskou en dit sal steun. 'n Getuie het die gevoel oor Samba se oogmerk met sy weiering om sy leweransiers toe te laat om vir Safin te tender as volg saamgevat:

"Bewerkstellig 'n skrikbewind teen 'n tweede koopvereniging onder die handelaars in Bloemfontein, deur die summierië kansellering of weiering van hulle Sambakontrakte en verseker jou eie monopolistiese alleenbestaan, want sonder die nodige leweransiers kan geen tweede of nuwe koopverenigings as mededinger optree nie."

149. Oor die vraag of dit wenslik is dat 'n tweede koopvereniging in Bloemfontein ontstaan, was daar, soos reeds aangedui, 'n groot mate van eenstemmigheid by die handel. Die hoë peil van invorderingsgelde, differensiële invorderingsgelde ten opsigte van dieselfde handelsware, die beweerde nadele en onsekerheid verbonde aan die jaarlikse hernuwing van kontrakte en Samba se on-ekonomiese handelsaktiwiteite word almal gewyt aan die afwesigheid van effektiewe mededinging vir Samba. Daarbenewens is beweer dat Samba se stelsel lomp en duur en sy indirekte koste besonder hoog is, terwyl die Raad slegs lof teëgekom het vir Safin se stelsel. Die mening is uitgespreek dat mededinging deur 'n tweede koopvereniging Samba sal dwing om sy stelsel op te knap.

150. Laastens is die aandag gevestig op die ongesonde toestand wat bestaan in 'n gemeenskap waar nóg die lede van die publiek nóg die handelaars 'n alternatiewe koopvereniging het indien hulle meen dat Samba op 'n arbitrêre of onbillike wyse teenoor hulle opgetree het, en waar Samba 'n beleid volg wat daarop gemik is om die ontstaan van so 'n mededinger te verhoed.

DIE JAARLIKSE AANSTELLING VAN LEWERANSIERS VOLGENS 'N TENDERSTELSE

(i) *Beweerde voordele*

151. Samba se tenderstelsel en die wyse waarop dit toegepas word vorm 'n inherente deel van sy beleid van eksklusiwiteit by die aanstelling van leweransiers. Die argumente ter regverdiging van die tenderstelsel is daarom

is, therefore, the alleged advantages of that policy, as described in paragraphs 122 to 133. As described in paragraph 80, however, the tender system enables Samba to screen its contractors every year, according to arbitrary criteria. Amongst other things, standard of services, price levels and turnover are taken into account. At the same time, contractors whose "attitude and actions in respect of Samba were unsatisfactory" may be got rid of.

152. The annual tender system, therefore, is of great advantage to Samba in that it enables Samba to keep its contractors on their toes and to ensure that services and price conditions do not deteriorate to the detriment of its members. The system also enables Samba to ensure that the highest possible rate of collection fees is at all times obtained from its contractors.

153. As regards Samba members, the argument may be advanced that a tender system is intended to ensure for them the highest standard of services and maximum benefits, since the contractor who does not come up to expectations may easily lose his contract when the contracts are annually renewed. Then, too, the high rate of collection fees which results from the tender system may be regarded as a means of enabling Samba to provide its members with greater benefits.

(ii) *Objections to the system*

154. Commerce is opposed to the tender system, firstly because it gives rise to uncertainty and to differential rates of collection fees and allegedly has the effect of systematically increasing the rate of collection fees. It was asserted that a dealer who succeeded in building up a large turnover on buy-aid association accounts could not risk doing anything that might jeopardise the renewal of his contract. He therefore has to make particularly sure that his annual tender is high enough to ensure the renewal of his contract. In addition, he has to guard against complaints about allegedly unsatisfactory service. For instance, the Board was informed that a dealer seldom dared refuse a Samba member's request for favours such as free deliveries and instalment payment for purchases, since his refusal might cause dissatisfaction among members and expose him to complaints regarding the standard of his services.

155. It was asserted that a dealer who had not been accepted as a contractor and who tendered in the hope of being accepted for the first time might regard the annual tender system as an opportunity for "buying" a contract by offering an exceptionally high rate of collection fees. In this way collection fees would be increased, to the detriment of commerce.

156. It appears that commerce is of the opinion that it is to the general interest, both of itself and of the consumers, that the tender system should be abolished and that a flat rate for the same commodities, based on the actual value of the buy-aid association's services, should be negotiated. An organisation of Bloemfontein dealers expressed this point of view in the following words: "We believe strongly that the tender system should be abolished and that any store should obtain a contract if it so desires. Such a contract should be decided on a flat rate for certain types of goods. This would depend on the profit margin and should be negotiated with the particular trade concerned. The collection fees should be in accordance with service rendered, even though this might mean that the buy-aid members would have to be satisfied with smaller bonuses."

in hoofsaak die beweerde voordele wat reeds ten opsigte van daardie beleid in paragrafe 122 tot 133 beskrywe is. Soos egter in paragraaf 80 uiteengesit, stel die tenderstelsel Samba in staat om bestaande leweransiers opnuut elke jaar te keur volgens die norme wat hy ookal verkies. Onder andere word gehalte van diens, pryspeile en omset in ag geneem. Terselfdertyd kan ontslae geraak word van leweransiers wie se "houding en optrede teenoor Samba onbevredigend" was.

152. Die jaarlikse tenderstelsel hou dus vir Samba die groot voordeel in dat dit hom in staat stel om sy leweransiers ywerig te hou en toe te sien dat diens en prysvoorwaardes nie tot nadeel van sy lede verswak nie. Die stelsel maak dit vir hom verder moontlik om te verseker dat altyd die hoogs moontlike peil van invorderingsgelde van leweransiers gevorder word.

153. Wat Sambalede betref, kan aangevoer word dat die tenderstelsel bedoel is om vir hulle die beste dienste en grootste voordele te verseker, aangesien 'n leweransier wat nie aan die verwagtinge voldoen nie, maklik sy kontrak met die jaarlikse hernuwing kan verloor. Die hoë invorderingsgelde wat uit die tenderstelsel spruit kan weer beskou word as 'n middel wat dit vir Samba moontlik maak om groter voordele aan sy lede te besorg.

(ii) *Besware teen die stelsel*

154. Die handel is in die eerste plaas teen die tenderstelsel gekant omdat dit tot onsekerheid en differensieë tariewe van invorderingsgelde lei en die uitwerking sou hê om die koerse van invorderingsgelde stelselmatig te verhoog. Dit is beweer dat 'n handelaar wat daarin geslaag het om 'n groot omset op koopverenigingsrekeninge op te bou, kwalik enigiets kon doen wat hernuwing van sy leweransierskontrak in gevaar stel. Hy moet dus veral seker maak dat sy jaarlikse tender hoog genoeg is om hernuwing van sy kontrak te verseker. Daarbenewens moet hy waak teen klagtes oor beweerde swak diens. So is die Raad meegedeel dat 'n handelaar maar selde 'n Samba-lid se versoeke om vergunnings, soos gratis aflewerings en vereffening van aankope in paaiemente kan weier, omdat sodanige weiering ontevredenheid by lede kan veroorsaak en hom blootstel aan klagtes oor die gehalte van sy diens.

155. Daar is beweer dat die handelaar wat nog nie voorheen as leweransier aanvaar is nie en wat tender in die hoop om vir die eerste maal aanvaar te word, die jaarlikse tenderstelsel moontlik kan beskou as 'n geleentheid om 'n leweransierskontrak "te koop" deur 'n besonder hoë invorderingsgeld aan te bied. Sodoende sou invorderingsgelde tot nadeel van die handel verhoog word.

156. Die handel is blykbaar van mening dat dit in die algemene belang van sowel die handel as die verbruikers is dat die tenderstelsel afgeskaf en oor eenvormige tariewe vir dieselfde kommoditeite, gebaseer op die werklike waarde van die koopvereniging se dienste, onderhandel word. 'n Organisasie van Bloemfonteinse handelaars het hierdie standpunt soos volg gestel: "We believe strongly that the tender system should be abolished and that any store should obtain a contract if it so desires. Such a contract should be decided on a flat rate for certain types of goods. This would depend on the profit margin and should be negotiated with the particular trade concerned. The collection fees should be in accordance with service rendered, even though this might mean that the buy-aid members would have to be satisfied with smaller bonuses."

CHAPTER V

ASSESSMENT OF THE MONOPOLISTIC CONDITIONS FROM THE POINT OF VIEW OF PUBLIC INTEREST, AND RECOMMENDATIONS

INTRODUCTION

157. In this chapter the arguments advanced by the respective interested parties regarding the advantages and disadvantages of the monopolistic conditions concerned are examined by the Board in order to ascertain, under the provisions of section 3 (2) of the Act, No. 24 of 1955, whether there are circumstances which justify the existence of such monopolistic conditions in the public interest. As already indicated in previous reports, it is the opinion of the Board that the concept "public interest" includes *inter alia* the following:

- (i) The interests of the consumers;
- (ii) the interests of commerce; and
- (iii) the national interest.

To arrive at a conclusion, the advantages and disadvantages, for the respective interests, of the monopolistic conditions concerned are weighed up.

SAMBA'S POLICY OF EXCLUSIVENESS

158. Samba's arguments in justification of its policy of exclusiveness in the appointment of contractors are based chiefly on the fact that the appointment of contractors takes place strictly in accordance with its own views regarding its requirements and those of its members in order to make a Samba contract as sought after and valuable to the contractor as possible. The more valuable the contract, the greater the contractor's readiness to comply with Samba's demands. In addition, it is asserted that the system results in intensified competition, which ensures good service and low prices for the consumer.

159. The question arises as to the effect of this policy on the interest of—

- (i) commerce; and
- (ii) consumers in general;

in the Magisterial District of Bloemfontein.

(i) *Effect on commerce*

160. The two aspects of exclusiveness in respect of commerce which require special attention are the alleged discrimination practised against such dealers as are not accepted as contractors, and the position of dealers who are in fact accepted but only according to the conditions and rules which Samba, by reason of its monopolistic position of power as the only established buy-aid association in Bloemfontein, is able to impose on them.

161. The Board is in no doubt whatever that Samba's policy of exclusiveness implies a large measure of discrimination against those undertakings which it is not prepared to accept as contractors merely because it believes in limiting the number of contractors for its own ends. The Board was informed by various dealers that numerous customers came into their stores to do business but left again without buying when they found that the dealer concerned was not a contractor to Samba. In the course of the hearing of oral evidence certain parties advanced the argument that the complaints about the inability of non-contractors to enter commerce, or to compete successfully, were largely exaggerated and that a Samba contract was no guarantee of success in the business world of Bloemfontein. The point at issue here, is, however, not whether such a contract is a prerequisite for entry into the field of commerce or for the success of an undertaking, but whether the policy of exclusiveness does in fact interfere with competition by discriminating against certain sections of commerce, to the advantage of others.

HOOFSTUK V

BEOORDELING VAN DIE MONOPOLISTIESE TOESTANDE UIT DIE OOGPUNT VAN DIE OPENBARE BELANG EN AANBEVELINGS

INLEIDING

157. In hierdie hoofstuk word die onderskeie belanghebbendes se argumente oor die voor- en nadele van die betrokke monopolistiese toestande deur die Raad in oënskou geneem ten einde kragtens artikel 3 (2) van Wet 24 van 1955 te bepaal of daar omstandighede is wat die bestaan van die genoemde monopolistiese toestande in die openbare belang regverdig. Soos in vorige verslae reeds aangedui, behels die begrip "openbare belang" na die Raad se mening onder meer die volgende:

- (i) Die belange van die verbruikers;
- (ii) die belange van die bedryfswêreld; en
- (iii) die nasionale belang.

Ten einde tot 'n gevolgtrekking te geraak, word die voor- en nadele van die betrokke monopolistiese toestande op die onderskeie belange teen mekaar opgeweeg.

SAMBA SE BELEID VAN EKSKLUSIWITEIT

158. Samba se argumente ter regverdiging van sy beleid van eksklusiwiteit by die aanstelling van leweransiers berus hoofsaaklik daarop dat aanstelling streng ooreenkomstig sy eie opvatting omtrent sy behoeftes en dié van sy lede geskied ten einde 'n Sambakontrak so gesog en waardevol vir die leweransier as moontlik te maak. Hoe waardevoller die kontrak, hoe groter die leweransier se bereidwilligheid om aan Samba se vereistes te voldoen. Daarbenewens sou die stelsel tot verskerpte mededinging lei, wat goeie diens en lae pryse aan die verbruiker verseker.

159. Die vraag ontstaan wat die uitwerking van hierdie beleid op die belange van—

- (i) die handel; en
- (ii) die verbruikers in die algemeen;

in die landdrostdistrik Bloemfontein is.

(i) *Uitwerking op die handel*

160. Die twee aspekte van eksklusiwiteit ten opsigte van die handel wat veral oorweeg moet word, is die bewering van diskriminasie teenoor daardie handelaars wat nie as lede aanvaar word nie en die posisie van handelaars wat wel aanvaar word maar volgens die voorwaardes en reëls wat Samba vanweë sy monopolistiese magposisie as die enigste gevestigde koopvereniging in Bloemfontein op hulle afdwing.

161. Daar bestaan by die Raad geen twyfel dat Samba se eksklusiewe beleid 'n groot mate van diskriminasie inhou teenoor daardie ondernemings wat hy nie bereid is om as leweransiers te aanvaar nie, bloot omdat hy daaraan glo om die aantal leweransiers vir sy eie doeleindes te beperk. Die Raad is deur verskeie handelaars meegedeel dat talle klante inkom om met hulle sake te doen maar dan weer die winkel verlaat sonder om iets te koop as hulle verneem dat die betrokke handelaar nie 'n leweransier van Samba is nie. Tydens die aanhoor van mondelinge getuienis is deur sekere instansies aangevoer dat die klagtes oor nie-leweransiers se onvermoë om tot die handel toe te tree, of suksesvol mee te ding, grootliks oordrewe is en dat 'n Sambakontrak geen waarborg vir sukses in die sakewêreld van Bloemfontein is nie. Dit gaan eger nie oor die vraag of sodanige kontrak 'n vereiste vir toetreding of die suksesvolle voortbestaan van 'n onderneming is nie, maar wel of die beleid van eksklusiwiteit onderlinge mededinging versteur deurdat teen 'n sekere seksie van die handel gediskrimineer word tot voordeel van andere.

162. To determine the competitive advantages that dealers expect of a contractor's contract, and what effect such a contract had on the trading results of dealers, the Board carried out an opinion poll in Bloemfontein among a cross-section consisting of 67 contractors to buy-aid associations—53 to Samba and 14 to Safin. The replies to the question what their reasons had been for joining buy-aid associations, were as follows:

To increase turnover.....	70,1 per cent (1)
To obviate bad debts.....	32,8 per cent
To accede to clients' requests.....	26,9 per cent
To facilitate bookkeeping and credit control.....	7,5 per cent

The following replies were given to the question as to the actual effect that the possession of a contract had on trading results:

Turnover and/or profits increased....	59,7 per cent (1)
Bad debts decreased.....	26,9 per cent
Costs of bookkeeping and credit control decreased.....	8,9 per cent
Little effect.....	29,9 per cent
Higher costs and lower profits.....	4,5 per cent

163. While it is not feasible for the Board to carry out actual enquiries into the finances and costs of the undertakings concerned, this analysis nevertheless reveals that the greater majority are convinced that their acceptance as contractors to a buy-aid association is advantageous to them. The undertakings which did not succeed in being accepted as contractors evidently have reason to believe that they are at a disadvantage *vis-à-vis* their competitors which have in fact been accepted. Since Samba, with its 13 000 members and more, represents such a considerable proportion of White purchasing power in Bloemfontein, the selection of contractors which does not take place on an objective basis and which does not assess all applications according to uniform standards, could amount to a not insignificant measure of discrimination against certain dealers.

164. Samba's contention that its members are cash buyers as well and are therefore accessible to undertakings whose services, quality and prices are more acceptable than those of Samba's accepted contractors, is only partly justified. The mere fact that Samba's turnover exceeded R10-million in 1970, and has so far increased every year, in spite of several large undertakings in Bloemfontein which were not contractors, such as the best-known department and chain stores which are for the most part geared to the cash trade, shows that a large part of the total annual spending by Samba members takes place on their buy-aid association accounts and not in cash. This is in fact the reason why they joined a buy-aid association, and merely substantiates the basic reasons for any buy-aid association's existence, namely that purchases can be made through a central organisation and without the immediate outlay of cash.

165. The Board also attaches importance to the argument that a contractor's contract is of greater importance to certain types of undertakings than it is to others. Samba, in giving evidence, referred for instance to the position of dry-cleaners. Deliveries and the collection of relatively small amounts could constitute large cost items for these undertakings. Since possible failure to arrange beforehand for the correct cash amounts to be collected at customers' homes is obviated in the case of buy-aid members who have their accounts debited, it is of great advantage to dry-cleaners to be contractors. Similarly, dairies, pharmacies, bottle stores, jewellers and florists enjoy special advantages, since settlement of accounts

(1) Since more reasons than one were given in some cases, the total of the percentages exceeds 100.

162. Ten einde vas te stel watter mededingende voordele handelaars van 'n leweransierskontrak verwag, en wat die uitwerking van sodanige kontrak op die bedryfsresultate van handelaars was, het die Raad 'n meningsopname in Bloemfontein onderneem van 'n verteenwoordigende monster van 67 leweransiers van koopverenigings—53 van Samba en 14 van Safin. Op die vraag om welke redes hulle by koopverenigings aangesluit het, was die antwoorde soos volg:

Om omset te verhoog.....	70,1 persent(1)
Om oninbare skulde te vermy.....	32,8 persent
Om aan kliente se versoeke te voldoen..	26,9 persent
Om boekhouding en kredietbeheer te vergemaklik.....	7,5 persent

Op die vraag watter uitwerking die verkryging van 'n leweransierskontrak werklik op bedryfsresultate gehad het, is die volgende antwoorde verstrek:

Omset en/of wins styg.....	59,7 persent(1)
Oninbare skulde neem af.....	26,9 persent
Koste van boekhouding en kredietbeheer neem af.....	8,9 persent
Uitwerking gering.....	29,9 persent
Hoër koste en laer wins.....	4,5 persent

163. Hoewel dit nie vir die Raad doenlik was om werklike finansiële en koste-ondersoeke by die betrokke ondernemings uit te voer nie, toon hierdie ontleding niemin dat die oorgrote meerderheid oortuig was dat hul aanvaarding as leweransiers van 'n koopvereniging vir hulle voordelig was. Ondernemings wat nie daarin kon slaag om aldus aanvaar te word nie, het dus blykbaar rede om te glo dat hulle swakker daaraan toe is as hulle mededingers wat wel aanvaar is. Waar Samba met sy meer as 13 000 lede so 'n aansienlike deel van die Blanke koopkrag in Bloemfontein verteenwoordig, kan 'n seleksie van leweransiers wat nie volgens objektiewe standaarde geskied, en nie alle aansoeke met 'n gelyke maat meet nie, dus op betekenisvolle diskriminasie teenoor sommige handelaars neerkom.

164. Samba se verweer dat sy lede ook kontantkopers is en daarom bereik kan word deur ondernemings waarvan die diens, kwaliteit en pryse beter is as dié van sy aanvaarde leweransiers, is slegs gedeeltelik waar. Die blote feit dat Samba se omset R10 miljoen gedurende 1970 oorskry het, en tot dusver nog jaarliks gestyg het, ten spyte van etlike groot ondernemings in Bloemfontein wat nie leweransiers is nie, soos die bekendste afdelings- en filiaalwinkels wat hoofsaaklik op kontantverkope ingestel is, toon dat 'n groot deel van die totale jaarlikse besteding van Sambalede op rekening van hul koopvereniging en nie teen kontant nie, geskied. Dit is ook die rede waarom hulle by 'n koopvereniging aangesluit het en bevestig slegs die basiese rede vir die bestaan van elke koopvereniging, naamlik aankope deur die gebruikmaking van 'n sentrale organisasie sonder onmiddellike kontantbesteding.

165. Die Raad heg ook waarde aan die argument dat 'n leweransierskontrak vir sekere soorte ondernemings belangriker as vir andere is. Samba het in sy getuienis byvoorbeeld verwys na die posisie van droogskoonmakers. Aflewering en die insameling van relatief klein bedrae kan vir hierdie sake groot koste-items wees. Waar versuim om vooraf te reël vir die regte kontantbedrae by kliente se tuistes by die koopvereniginglid wat sy rekening laat debiteer, uitgeskakel is, is dit 'n belangrike voordeel vir droogskoonmakers om leweransiers te wees. So ook geniet melkerye, apteke, drankhandelaars, juweliers en bloemiste besondere voordele omdat vereffening deur 'n

(1) Omdat meer as een rede in sommige gevalle verstrek is, is die totaal van die persentasies meer as 100.

through a buy-aid association is easily arranged, and customers' orders can be carried out at short notice and without the nuisance of collecting cash, or the risk of bad debts if the transactions take place on account.

166. Witnesses pointed out certain aspects of Samba's relationship with its contractors which could be regarded as an abuse of power and the result of, amongst other things, its policy of exclusiveness. These aspects, which have already been discussed elsewhere, are the following:

- (i) The abnormally high collection fees paid by contractors in Bloemfontein;
- (ii) the differential collection fees paid in Bloemfontein by contractors dealing in the same or similar commodities;
- (iii) the annual renewal of contracts according to a tender system, and the uncertainty that this entailed for dealers; and
- (iv) the arbitrary termination of contracts because "a contractor's attitude and actions in respect of Samba are unsatisfactory".

167. The above-mentioned consequences do exist and can only be to the detriment of commerce. The abnormally high collection fees paid by contractors must necessarily have a detrimental effect on the costs structure, constituting a burden for the dealers concerned, which has a harmful effect on their ability to earn a satisfactory return on their investment. In addition, these high fees reduce the capital available for expansion and improvements, to the detriment of the community. Having taken into account the above-mentioned factors, the Board is in no doubt that, on balance, Samba's policy of exclusiveness holds no special advantage for commerce in the Magisterial District of Bloemfontein.

(ii) Effect on consumers

168. Samba's contention that its policy of exclusiveness promotes intensified competition, a high standard of services and low prices for consumers is based on the assumption that (i) the dealers' contracts are so valuable to them that they will not relax their efforts to be "good" contractors; and that (ii) the interests of Samba members are synonymous with the broad interests of all consumers, including tourists and visitors. The implication is therefore that should dealers be appointed less exclusively and contracts be more easily obtainable, contractors would attach less importance to these contracts, so that competition would slacken, to the detriment of price levels and the standard of services and consequently to the detriment of the consumer public.

169. The Board is unable to accept or understand the assumption that the degree of competition among dealers depends to a great extent on the condition that certain dealers should have competitive advantages at the expense of others. The opposite could in fact be asserted, namely that those privileged undertakings that, by virtue of their contracts, have sole access to that part of the market comprising the total purchases of buy-aid members, have less incentive to strive for greater efficiency, better services and lower prices. The advantages of credit, together with the bonus that can be earned, cause buy-aid association members to give preference to contractors to their association. Then, too, the drastic limiting of the number of contractors protects the contractors to a considerable extent from competition by their fellow contractors. Nor can it be accepted that the existing circumstances will act as an incentive to contractors to intensify competition, or enable them to do so. In the first place, the policy of exclusiveness impedes entry, so that the number of dealers in Bloemfontein is possibly smaller than it would have

koopvereniging maklik gereël word en die klant se bestelling op kort kennisgewing uitgevoer kan word en sonder die besommernis van kontant, of die moontlikheid van oninbare skulde waar die transaksie op rekening geskied.

166. Getuies het gewys op sekere verskynsels in Samba se verhouding tot sy leweransiers wat as magmisbruik en 'n uitvloeisel van, onder meer, die beleid van eksklusiwiteit beskou kan word. Hierdie voorbeelde, wat reeds elders bespreek is, is die volgende:

- (i) Die abnormaal hoë invorderingsgelde wat leweransiers in Bloemfontein betaal;
- (ii) die differensiële invorderingsgelde wat leweransiers van dieselfde of soortgelyke handelsware in Bloemfontein betaal;
- (iii) die jaarlikse hernuwing van kontrakte volgens 'n tenderstelsel en die onsekerheid wat dit vir handelaars meebring; en
- (iv) die arbitrêre beëindiging van leweransierskontrakte omdat 'n leweransier se "houding en optrede teenoor Samba onbevredigend is".

167. Die voorgenoemde gevolge bestaan en kan slegs tot nadeel van die handel wees. Die abnormaal hoë invorderingsgelde wat betaal word, moet noodwendig die kostestruktuur nadelig tref en vir die betrokke handelaars 'n las verteenwoordig wat die vermoë om 'n bevredigende rendement op hul belegging te verdien, nadelig beïnvloed. Daarbenewens verminder dit die beskikbare kapitaal vir uitbreidings en verbeterings, tot nadeel van die gemeenskap. Met inagneming van die bogenoemde faktore bestaan by die Raad geen twyfel nie dat Samba se beleid van eksklusiwiteit *per saldo* geen besondere voordeel vir die handel in die landdrostdistrik Bloemfontein inhou nie.

(ii) Uitwerking op verbruikers

168. Samba se bewering dat sy eksklusiewe beleid verskerpte mededinging, goeie diens en lae pryse vir verbruikers bevorder, berus op die veronderstelling dat (i) handelaars se kontrakte vir hulle so waardevol moet wees dat hulle nie sal verslap om "goeie" leweransiers te wees nie; en (ii) die belang van Sambalede sinoniem is met die breë belang van alle verbruikers, met inbegrip van toeriste en besoekers. Die implikasie is dus dat indien handelaars minder eksklusief aangestel word en leweransierskontrakte makliker bekombaar is, leweransiers minder waarde daaraan sal heg, sodat mededinging sal afneem ten koste van die gehalte van diens en pryse en daarom tot nadeel van die verbruikerspubliek.

169. Die Raad kan die veronderstelling dat die mate van mededinging tussen handelaars in 'n belangrike mate afhang van die voorwaarde dat sekere handelaars mededingende voordele moet besit ten koste van die ander, nie aanvaar of begryp nie. Die teendeel kan juis beweer word, naamlik dat daardie bevoorregtes wat deur middel van hul leweransierskontrakte alleen toegang het tot daardie deel van die mark wat bestaan uit die totale aankope van koopvereniginglede, minder aanspooring het om na algemene doeltreffendheid, beter diens en laer pryse te strew. Die voordeel van krediet tesame met die bonus wat verdien kan word, skep by lede van koopverenigings 'n voorkeur vir leweransiers van hul vereniging. Deur die getal leweransiers boonop drasties te beperk, word hulle in 'n aansienlike mate teen die mededinging van medeleweransiers beskerm. Dit kan ook nie aanvaar word dat die betrokke omstandighede die nie-leweransiers tot skerper mededinging sal aanspoor of in staat sal stel nie. Eerstens bemoeilik die beleid van eksklusiwiteit toetreding, sodat die getal

been in the absence of this policy. Samba itself maintains that its policy of exclusiveness helps to combat overtrading. This in itself does not intensify competition. In the second place, since they are unable to become contractors, dealers concentrate on another sector of the market, namely the cash trade, where they are forced to compete with large, well-established department stores and chain stores which, in Bloemfontein, mostly concentrate on the cash trade and are not always interested in buy-aid associations.

170. As was shown earlier, a contract is not equally valuable to all dealers. Those undertakings which do in fact regard such a contract as being valuable to them but are debarred from obtaining it are, in Bloemfontein, obliged to compete in virtually a different market. In this respect, competition among dealers is generally restricted. The manner in which a policy of exclusiveness is applied could of course also affect the degree and effectiveness of competition. From the point of view of effective competition, a buy-aid association is not obliged to accept all undertakings without taking into account criteria such as service, locality, creditworthiness, cleanliness or turnover. It is, however, necessary that contractors should be selected according to definite and objective standards, and that all undertakings which satisfy such standards should be afforded an equal opportunity of being accepted. The Board cannot agree that such a policy would lead to a slackening of competition, to the detriment of the services and prices offered to buy-aid association members and the public, or that it would destroy the ability of Samba, or of any other buy-aid association, to ensure that contractors continue to provide their members with a high standard of services.

171. More specifically regarding the interests of that part of the consumer public who are members of Samba, it must be conceded that a strong Samba which is in a position to ensure that its contractors value their contracts so highly that they are prepared to provide a high standard of services and to pay high collection fees is to the advantage both of Samba and of its members. The Board cannot, however, agree that the restriction of competition and the creation of monopolistic conditions constitute a prerequisite for the successful and profitable existence of a buy-aid association. In other centres, buy-aid associations are able to exist without applying a policy of exclusiveness, and, as has been indicated in paragraph 189, such buy-aid associations can afford to pay out a higher percentage of their total turnover to their members than Samba finds possible. This means that Samba members, and the consumers in Bloemfontein in general, pay a high price for Samba's position as the only large dominant buy-aid association. In addition, it is the opinion of the Board that, in the absence of Samba's policy of exclusiveness, Samba members would possibly have a wider choice of contractors, who are more satisfactorily distributed, than is the case at present, while there is no reason whatsoever why the standard and variety of services should deteriorate.

172. Having taken everything into consideration, the Board is of the opinion that the interests of consumers in Bloemfontein, Samba members included, are not, on balance, benefited by Samba's policy of exclusiveness.

(iii) Conclusions

173. After careful consideration of the foregoing arguments and relevant circumstances, the Board is not satisfied that there are circumstances that justify, in the public interest, the monopolistic condition created in Bloemfontein by Samba's policy of exclusiveness in its

handelaars in Bloemfontein moontlik kleiner is as wat dit daarsonder sou gewees het. Samba self voer aan dat sy eksklusiewe beleid daartoe bydra om oorbesetting te bekamp. Dit in sigself verskerp nie mededinging nie. Tweedens, deurdat hulle nie leweransiers kan word nie, spits handelaars hulle toe op 'n ander segment van die mark, naamlik die kontanthandel, waar hulle moet mededing met groot gevestigde afdeling- en filiaalwinkels wat in Bloemfontein meesal op die kontanthandel konsentreer en nie altyd in koopverenigings belang stel nie.

170. Soos vroeër aangetoon, is 'n leweransierskontrak nie vir alle handelaars ewe waardevol nie. Dié wat so 'n kontrak wel waardevol ag en nogtans daarvan uitgesluit word, moet in Bloemfontein in feitlik 'n ander mark mededing. In hierdie opsig word die mededinging tussen handelaars in die algemeen beperk. Die manier waarop 'n beleid van eksklusiwiteit toegepas word, kan natuurlik ook die graad en effektiwiteit van mededinging beïnvloed. Uit die oogpunt van effektiwiteit van mededinging hoef 'n koopvereniging nie alle ondernemings sonder inagneming van maatstawe soos diens, ligging, kredietwaardigheid, sindektheid of omset as leweransiers te aanvaar nie. Dit is egter wel nodig dat leweransiers volgens duidelike en objektiewe standaarde gekeur word en dat almal wat aan sodanige standaarde voldoen, 'n gelyke geleentheid moet hê om aanvaar te word. Die Raad kan nie aanvaar dat so 'n beleid tot 'n afname van mededinging sal lei ten koste van diens en pryse aan koopvereniginglede en die publiek nie, of dat dit Samba, of enige ander koopvereniging se vermoë om te verseker dat leweransiers voortgaan om goeie diens aan hul lede te lewer, sal vernietig nie.

171. Wat meer spesifiek die belange van daardie deel van die verbruikerspubliek wat Sambalede is betref, moet toegegee word dat 'n sterk Samba wat in staat is om te verseker dat leweransiers hul kontrakte so waardevol ag dag hulle bereid is om goeie dienste te lewer en hoë invorderingsgelde te betaal, tot voordeel van sowel Samba as sy lede strek. Die Raad kan egter nie aanvaar dat die beperking van mededinging en die skepping van 'n monopolistiese toestand 'n voorvereiste vir die suksesvolle en winsgewende bestaan van 'n koopvereniging is nie. Koopverenigings bestaan in ander sentra sonder so 'n beleid van eksklusiwiteit en, soos in paragraaf 189 aangedui, kan daardie koopverenigings bekostig om 'n groter persentasie van hul totale inkomste aan lede uit te keer as wat vir Samba moontlik is. Dit beteken dat Sambalede, en die verbruikers van Bloemfontein in die algemeen, 'n hoë prys betaal vir Samba se posisie as die enigste groot en oorheersende koopvereniging. Daarbenewens glo die Raad dat Sambalede sonder sy beleid van eksklusiwiteit moontlik 'n wyer keuse van leweransiers, met 'n beter verspreiding, kan verkry as wat tans die geval is, terwyl daar geen rede hoegenaamd is waarom die gehalte en verskeidenheid van dienste behoort te verswak nie.

172. Alles in ag geneem is dit die Raad se mening dat die verbruikers in Bloemfontein, insluitende Sambalede, se belange *per saldo* nie deur die beleid van eksklusiwiteit bevoordeel word nie.

(iii) Gevolgtrekking

173. Ná sorgvuldige oorweging van die voorafgaande argumente en tersaaklike omstandighede, is die Raad nie oortuig dat daar omstandighede is wat die monopolistiese toestand wat in Bloemfontein deur Samba se beleid van eksklusiwiteit by die aanstelling van leweransiers geskep

appointment of contractors. The Board does not accept Samba's contention that the exclusive appointment of contractors is to the advantage of dealers and consumers, or that this policy is necessary to ensure competition among dealers so that the public is assured of better services and quality and lower prices. On the contrary, it is the opinion of the Board that the monopolistic condition concerned, as indicated, chiefly has the effect of promoting Samba's own interests by strengthening its bargaining position *vis-à-vis* its contractors. In addition, it is a monopolistic condition which, by directly or indirectly restricting competition among dealers, has, or is calculated to have, an adverse effect on the interests of commerce and consumers in Bloemfontein. Neither does the Board accept the attitude that exclusiveness in the appointment of contractors, as practised by Samba, is essential to the survival of any buy-aid association or to the maintenance of sound relationships with its contractors and commerce.

REFUSAL TO RENEW THE CONTRACTS OF DEALERS WHO JOIN OTHER SIMILAR ORGANISATIONS

(i) Introduction

174. The monopolistic condition which was created in Bloemfontein by Samba's refusal to share its contractors with other similar organisations, has or is calculated to have the effect of preventing or impeding the establishment of a second buy-aid association. The consequences of such restriction of competition among buy-aid associations affect the interests of both commerce and consumers. By way of introduction, however, the Board wishes to consider Samba's arguments in justification of the monopolistic condition.

(ii) Samba's arguments

175. According to Samba's written evidence, the three irregularities or malpractices which might arise if its contractors should be allowed to contract also with other similar organisations, are the following:

a) Control of members' credit would become impossible

176. The Board cannot understand why control of the credit of a member of a buy-aid association should be made difficult if the contractors to such a buy-aid association were contractors also to a second buy-aid association. A factor which might well be relevant is the instance of a member who is also a member of a second buy-aid association, an argument which was in fact advanced by Samba in its oral evidence, when a representative of the association asserted that Samba would, in the first place, be prevented from exercising proper credit control in the case of a member who belonged to two organisations. The Board does not, however, regard this as a convincing argument. In view of all the facilities already available to members to buy on credit from undertakings, both contractors and non-contractors, or to obtain credit facilities from numerous financial institutions it appears to be a hopeless task, even under Samba's present system, for any buy-aid association to exercise control over its members' total credit obligations.

177. In Pretoria, where it is usual for dealers to be contractors to various buy-aid associations, no problems in connection with the association's control of members' credit could be ascertained.

is, in die openbare belang regverdig nie. Die Raad aanvaar nie Samba se bewering dat die eksklusiewe aanstelling van leweransiers tot handelaars en verbruikers se voordeel strek, of nodig is ten einde mededinging tussen handelaars te verseker met die oog op die verskaffing van beter diens en kwaliteit, en laer pryse, aan die publiek nie. Intendeel is die Raad van mening dat die betrokke monopolistiese toestand, soos aangetoon, hoofsaaklik die uitwerking het om Samba se eie belange te bevorder deur die versterking van sy afdelingsposisie *vis-à-vis* sy leweransiers. Daarbenewens is dit 'n monopolistiese toestand wat, deurdat dit mededinging tussen handelaars regstreeks of onregstreeks beperk, die uitwerking het of daarop bereken is om die belange van die handel en die verbruikers in Bloemfontein te benadeel. Die Raad aanvaar ook nie die houding dat eksklusiwiteit by die aanstelling van leweransiers, soos deur Samba beoefen, noodsaaklik is vir enige koopvereniging se voortbestaan of die handhawing van gesonde betrekkinge met sy leweransiers en die handel nie.

WEIERING OM LEWERANSIERSKONTRAKTE VAN HANDELAARS WAT BY ANDER DERGELIKE ORGANISASIES AANSLUIT, TE HERNIEU

(i) Inleiding

174. Die monopolistiese toestand wat in Bloemfontein geskep is deur Samba se weiering om leweransiers met ander dergelike organisasies te deel, het die uitwerking, of is daarop bereken, om die ontstaan van 'n tweede koopvereniging te verhinder of te bemoeilik. Die uitwerking van sodanige beperking op die mededinging tussen koopverenigings, raak sowel die belange van die handel as die verbruikers. Ter inleiding wil die Raad egter eers Samba se argumente ter regverdiging van die monopolistiese toestand beoordeel.

(ii) Samba se argumente

175. Die drie wanpraktyke wat volgens Samba se skriftelike getuienis kan ontstaan indien sy leweransiers toegelaat word om ook as leweransiers van 'n ander dergelike organisasie op te tree, sou wees—

(a) Beheer oor lede se krediet raak onmoontlik

176. Die Raad kan nie begryp waarom beheer oor 'n lid van 'n koopvereniging se krediet bemoeilik word nie indien so 'n koopvereniging se leweransiers ook leweransiers van 'n tweede koopvereniging is. 'n Faktor wat wel ter sprake kan wees, is die vraag of dieselfde lid ook lid van die tweede koopvereniging is, 'n verskoning wat wel deur Samba in sy mondelinge getuienis aangevoer is, toe 'n verteenwoordiger van die Vereniging verklaar het: "Nou verhinder dit ons in die eerste instansie om 'n behoorlike kredietkontrole op die aankoop van ons lede uit te voer, want hy behoort nou aan twee organisasies." Na die Raad se mening is dit egter geen oortuigende argument nie. Met al die geleenthede wat 'n lid reeds het om om by sake, leweransiers sowel as nie-leweransiers, op rekening te koop, of om kredietfasiliteite by talle finansiële instellings te bekom, lyk dit in elke geval na 'n onbegonne taak vir 'n koopvereniging om selfs onder Samba se huidige stelsel, beheer uit te oefen oor 'n lid se totale kredietverpligtinge.

177. In Pretoria, waar dit 'n algemene verskynsel is dat handelaars as leweransiers van verskeie koopverenigings optree, kon geen probleme in verband met die beheer oor lede se krediet deur koopverenigings vasgestel word nie.

(b) Manipulation of the accounts of members who get into difficulties with one association

178. The argument that dealers would debit the purchases of the members of weaker buy-aid associations to Samba, should such associations get into difficulties, does not hold water. The name of the buy-aid association concerned, together with the purchaser's name and membership number, after all appears on the particular invoices, which have to be submitted to the member's buy-aid association as proof of the contractor's claim. It should consequently be an easy matter for Samba immediately to become aware of any attempt by a dishonest dealer to transfer another buy-aid association's obligations to Samba.

(c) Malpractice by members of dividing purchases according to highest percentages

179. Samba links up this argument with the co-operative nature of its undertaking, namely that its members share equally in the bonus, irrespective of whether they have consistently bought goods earning either a low or a high return in collection fees. According to Samba, there is a possibility that members might buy requirements such as groceries, to which low collection fees are applicable, on their Samba account, and goods earning high collection fees, such as jewellery or soft goods, on the other association's account, to the detriment of Samba.

180. This argument sounds far-fetched. It is not clear why members should tend to draw this distinction, since the average buyer is hardly aware of the fact that there is a difference in the collection fees for various types of goods. Even if there should be a few individuals who do in fact attempt to obtain a higher end-of-year bonus on their total purchases by arranging their purchases in the manner feared by Samba, it appears to be a risk to which all buy-aid associations are exposed, whether or not they are co-operative, since it would certainly be a hopeless task for buy-aid associations to identify members who act in this manner and to pay them lower rates of bonus accordingly. Should it nevertheless be possible to identify such members, the solution is obvious, namely to terminate their membership. It is, however, no excuse for following a policy which is deliberately aimed at impeding the establishment of a potential rival purely on the grounds of such a vague, hypothetical eventuality.

181. Samba also advances the argument that there is no need for a second buy-aid association in Bloemfontein. In his evidence before the Board, a Samba representative stated that it had never been proved that the need had arisen in Bloemfontein for a second buy-aid association. This attitude, which is apparently the basic reason for the point at issue in Bloemfontein, cannot be too strongly condemned by the Board. Freedom to carry on a business, subject only to the existing laws of the country, constitutes the basic principle of the country's competitive capitalist system. It would be an evil day for South Africa's policy of free competition if existing undertakings should be allowed to decide for themselves whether there is any need for other undertakings in the former's particular field of business.

182. Samba went on to assert that it was prepared to share either contractors or members, but not both, with Safin or with any new buy-aid association. What it amounts to is that Samba wishes to lay down the conditions on which it is prepared to allow the entry of a competitive buy-aid association. The Board regards this attitude, too, as an attempt to restrict business freedom, which the Board condemns most vigorously. It is the opinion of the Board that the country's system of free

(b) Manipulasie van lede se rekeninge wat by een vereniging in moeilikheid beland, vind plaas

178. Die argument dat handelaars lede van swakke koopverenigings se aankope aan Samba sal debiteer indien sulke verenigings in die moeilikheid beland, gaan nie op nie. Die naam van die betrokke koopvereniging, sowel as die koper se naam en lidmaatskapnommer, verskyn immers op die betrokke fakture wat ter bewys van 'n leweransier se eis aan sy koopvereniging voorgelê moet word. Dit behoort dus vir Samba 'n eenvoudige taak te wees om pogings van oneerlike handelaars om 'n ander koopvereniging se verpligtinge op Samba oor te plaas onmiddellik agter te kom.

(c) Misbruik deur lede om aankope te verdeel volgens hoogste persentasies

179. Samba knoop hierdie argument aan by die koöperatiewe aard van sy onderneming wat meebring dat lede gelykop deel in die bonus, afgesien daarvan of hulle deur gaans goedere met 'n hoë of lae verdienste aan invorderingsgelde gekoop het. Die moontlikheid, volgens Samba bestaan dat lede hulle benodighede waarop lae invorderingsgelde van toepassing is, soos kruidentersware, of hulle Samba-rekening sal koop en goedere met hoër invorderingsgelde, soos juweliersware of sagware, op die ander vereniging se rekening, tot nadeel van Samba.

180. Hierdie argument kom ietwat vergesog voor. Dit is nie duidelik om watter rede lede geneig sal wees om sodanige onderskeid te tref nie, aangesien die gemiddelde koper skaars bewus daarvan is dat invorderingsgelde tussen verskillende soorte goedere verskil. Al sou daar enkele inge wees wat wel poog om in totaal 'n hoër bonus aan die einde van die jaar te bekom deur hulle aankope te reël soos gevrees word, lyk dit na 'n risiko waaraan alle koopverenigings blootgestel is, of hulle nou koöperatief is of nie, want dit sou immers 'n onbegonne taak vir koopverenigings wees om lede wat so optree af te sonder van die uitkeer van berekende laer bonusse. Indien dit nogtan moontlik sou wees om sulke lede te identifiseer, is die oplossing voor die hand liggend, naamlik om hul lidmaatskap te beëindig. Dit is egter geen oplossing om 'n beleid te volg wat doelbewus daarop gemik is om die ontwikkeling van 'n potensiële mededinger bloot op grond van 'n vae, hipotetiese moontlikheid te bemoeilik nie.

181. Samba beroep hom voorts op die argument dat daar geen behoefte aan 'n tweede koopvereniging in Bloemfontein bestaan nie. 'n Verteenwoordiger van Samba het in sy getuienis voor die Raad verklaar: "Daar is nog nooit bewys dat daar in Bloemfontein 'n behoefte vir 'n tweede koopvereniging ontstaan het nie, . . .". Hierdie opvatting wat blykbaar die grondliggende rede vir die ontstaan van die huidige geskilpunt in Bloemfontein is, kan nie sterk genoeg deur die Raad veroordeel word nie. Die vryheid om 'n bedryf te beoefen, onderhewig slegs aan die bestaande landswette, is 'n basiese beginsel van die land se mededingende kapitalistiese stelsel. Dit sal 'n kwade daad vir Suid-Afrika se beleid van vrye mededinging wees indien bestaande ondernemings in 'n bedryf toegelaat moet word om self te beslis of daar 'n behoefte aan meer ondernemings op hul terrein van die bedryfswêre bestaan.

182. Samba het voorts aangevoer dat hy bereid was om of kontrakteurs of lede met Safin, of enige nuwe koopvereniging, te deel maar nie albei nie. Dit kom daaraan neer dat Samba die voorwaardes wil neerlê waarop hy bereid is om die toetreding van 'n mededingende koopvereniging toe te laat. Ook hierdie houding beskou die Raad as 'n poging tot beperking op bedryfsvryheid wat die ten sterkste afkeur. Die Raad glo dat dit ernstige gevolge

ompetition would be seriously affected if existing undertakings should be allowed to lay down the conditions on which a competitor might be allowed entry into their field of business.

iii) Effect on commerce

183. The absence of competition from a second, strong buy-aid association in providing buy-aid association services means that dealers have practically no choice but to do business with Samba if they wish to enter the important sector of the market represented by buy-aid association members. In other words, Samba is in a strong monopolistic position, and, regardless of whether its conditions and methods are acceptable to the dealers or not, they are obliged to contract with it on its own conditions. In the opinion of the Board, this lack of an alternative supplier of goods or services is intrinsically unhealthy and usually undesirable, and could easily give rise to all kinds of malpractices, such as inefficiency (and prices that are too high) with regard to the goods and services provided; the arbitrary treatment of other market parties; discrimination; and attempts to prevent or restrict adaptation to changed circumstances and the introduction of improvements and new methods.

184. The adverse effects on trade which could be ascribed to Samba's dominant position have already been referred to, namely the exceptionally high rates of collection fees, the differential rates of collection fees for the same goods and services, the uncertainty with regard to the annual renewal of contracts, and the possibility that renewal might be refused for arbitrary reasons. (See paragraph 149.) In addition, dealers have every reason to be concerned about Samba's uneconomic trading activities and its illiquidity, which further increase its costs. As has already been mentioned, it may be expected that buy-aid associations will endeavour to maintain as large a membership and turnover as possible, and if possible even to expand. These aims can best be achieved by means of a substantial fixed annual bonus and the provision of better services. A buy-aid association that is forced to combat rising costs and losses can maintain its bonus policy only by systematically increasing collection fees, which are its main source of income, to the detriment of both its contractors and of consumers in general.

185. Whether the detrimental effects mentioned above are the direct result of Samba's position of economic power or not, and what the circumstances were that motivated Samba in the first place to decide on a policy aimed at preventing or impeding the entry of an alternative buy-aid association, are less important at this stage than the fact that the said policy effectively prevents the healthy competition that would remedy the present state of affairs. In the opinion of the Board, this condition, which amounts to the maintenance of a *status quo* indubitably not to the advantage of commerce, is not justified in the public interest.

iv) Effect on consumers

186. As in the case of the dealers, the consumers, too, are denied the opportunity of resorting to an alternative buy-aid association should they be dissatisfied with the nature and extent of Samba's services.

187. The absence of a rival buy-aid association, which could lead to inefficiency, poor management and more expensive services must inevitably be reflected in unnecessarily high costs, which must ultimately be carried by the consumer. Samba's losses, its heavy burden of interest

vir die land se stelsel van vrye mededinging sal inhoud indien bestaande ondernemings toegelaat moet word om die voorwaardes neer te lê waarvolgens 'n mededinger tot hulle bedryf mag toetree.

(iii) Uitwerking op die handel

183. Die afwesigheid van mededinging deur 'n tweede, sterk koopvereniging vir die verskaffing van koopverenigingsdienste, beteken dat handelaars feitlik geen keuse het as om sake met Samba te doen indien hulle tot die belangrike deel van die mark wat uit koopverenigingslede bestaan wil toetree nie. Samba verkeer met ander woorde in 'n sterk monopolistiese posisie en of sy voowarades en metodes vir die handelaars nou ook al aanneemlik is of nie, is hulle nogtans verplig om met hom, en teen sy voorwaardes, 'n leweransierskontrak aan te gaan. So 'n gebrek aan 'n alternatiewe verskaffer van goedere of dienste is na die Raad se mening uiteraard ongesond en meesal onwenslik en kan maklik aanleiding gee tot allerhande misbruike, soos die ontstaan van ondoeltreffendheid (en te hoë pryse) met betrekking tot die goedere en dienste wat gelever word; arbitrêre behandeling van ander markpartye; diskriminasie en pogings om aanpassing by veranderde omstandighede en die invoering van verbeterings en nuwe metodes, te verhoed of te beperk.

184. Op die nadele vir die handel wat moontlik aan Samba se oorheersende posisie toegeskrywe kan word, is reeds gewys, naamlik die besondere hoë koerse van invorderingsgelde, die differensiële koerse van invorderingsgelde vir dieselfde goedere en dienste en die onsekerheid verbonde aan die jaarlikse hernuwing van kontrakte en die moontlikheid dat hernuwing om arbitrêre redes geweier kan word. (Kyk paragraaf 149.) Daarbenewens het handelaars alle rede om bekommerd te wees oor Samba se onekonomiese handelsaktiwiteite en sy illikwiditeit, wat sy koste verder verhoog. Soos reeds vermeld, kan verwag word dat koopverenigings daarna sal strewe om hulle ledetal en omset so groot moontlik te hou en, indien moontlik, selfs uit te brei. Hierdie strewe kan die beste verwesenlik word deur die jaarlikse uitkering van 'n groot en bestendige bonus en die lewering van beter diens. Die koopvereniging wat met stygende koste en verliese te kampe het, kan hierdie bonusbeleid slegs handhaaf deur invorderingsgelde, wat sy vernaamste inkomstebron is, stelselmatig te verhoog tot nadeel van sy leweransiers sowel as van verbruikers in die algemeen.

185. Of die bogenoemde nadele nou ook al die direkte gevolge is van Samba se ekonomiese magposisie of nie, en wat die omstandighede was wat Samba beweeg het om in die eerste plaas op 'n beleid te besluit wat daarop gemik is om die toetrede van 'n alternatiewe koopvereniging te verhinder of te bemoeilik, is in hierdie stadium nie so belangrik nie as die feit dat daardie beleid die verhelping van die bestaande nadele deurdie intree van gesonde ekonomiese mededinging, op deeltiewe wyse verhoed. Na die Raad se mening is hierdie toestand, wat op die handhawing van 'n *status quo* neerkom wat beslis nie tot voordeel van die handel is nie, nie in die openbare belang geregtig nie.

(iv) Uitwerking op verbruikers

186. Soos in die geval van die handelaars, word verbruikers ook die geleentheid ontnem om hulle na 'n alternatiewe koopvereniging te wend indien hulle ontevrede sou wees met die aard en omvang van Samba se dienste.

187. Die afwesigheid van 'n mededingende koopvereniging, wat tot ondoeltreffendheid, swak bestuur en hoë pryse vir dienste kan lei, moet onvermydelik weerklank vind in onnodige hoër koste, wat uiteindelik deur die

because of its illiquidity, and the resultant higher rates of collection fees, must inevitably also adversely affect the contractor's prices or his ability to provide better services at the same prices, to the detriment of the consumer.

188. Should a second buy-aid association be given the chance to establish itself, it is not ruled out that an individual might join more than one association, or that members of the same family might belong to more than one buy-aid association. In this way the contractors to both buy-aid associations could be placed at the disposal of the consumers, which would mean a wider choice for the latter. At the same time the additional services provided by buy-aid associations, such as insurance and burial services could be made use of on a bigger scale.

189. As regards the large group of consumers who are members of Samba, it may be contended that the system entrenches Samba's position of power as virtually the only buy-aid association in Bloemfontein, to the advantage of its numerous members. It must be conceded that a big, successful Samba which is in a position of strength *vis-à-vis* commerce, is in a position to exhort advantages for the association and its members, such as high collection fees, reliable service, and bonuses. The question arises, however, whether the price does not outweigh the aforesaid advantages. In this connection, it is illuminating to examine the analysis of Samba's disbursements in the course of three years in proportion to its collection fees and purchases by members, as reflected in Table 5. It is significant that only 91,2 per cent of the total collection fees in 1968 was paid over to members. In 1969 the percentage dropped to 88,3 per cent and in 1970 to only 82,1 per cent. In the latter year 5,9 per cent of the members' total purchases was paid back to them in bonuses, while the contractors paid 7,3 per cent of members' purchases to Samba in collection fees. In this connection, the Board ascertained that in the years 1967-1969 the largest buy-aid associations in Pretoria regularly paid more in bonuses to their members than they recovered from the contractors in collection fees, namely an average rate of bonus of over 5 per cent, while the collection fees amounted to an average of less than 5 per cent. They were able to do so, since their "other activities" were conducted on a profitable basis. Furthermore, Samba confirmed, in its statement to the Board, that it was not its policy to build up reserves but to pay over revenue to its members after expenses had been deducted. The material drop in disbursements during the three years 1968-1970 can therefore be ascribed only to a corresponding increase in expenses and/or losses. The Board in fact ascertained that Samba's total expenses, in proportion to its total turnover as a buy-aid association (i.e. members' purchases), amounted to 1,9 per cent in 1969, as against 1,4 per cent for a large buy-aid association in Pretoria. In view of Samba's strong position as virtually the only buy-aid association in Bloemfontein for more than 30 years and because of the fact that Samba also engages in other activities, it can only be concluded that its results, measured against its higher collection fees and higher running expenses in comparison with those of buy-aid associations in Pretoria, are somewhat poor. Because of Safin's low turnover and the resultant under-utilisation of the capacity of its organisation, the Board is of the opinion that a similar comparison between Safin and Samba is of little use at this stage.

190. In the light of the above remarks, the Board is of the opinion that Samba's policy with regard to the renewal of the contracts of contractors who wish to contract with a second buy-aid association, is not to the advantage of consumers in Bloemfontein.

verbruiker gedra moet word. Samba se verliese, ho rentelas vanweë sy illikwiditeit en die gevolglike ho koerse van invorderingsgelde, moet noodwendig ook di leweransier se pryse of sy vermoë om beter dienste te die selfde pryse te lewer, nadelig beïnvloed, tot naede van die verbruiker.

188. Indien 'n tweede koopvereniging die geleentheid gebied word om te ontwikkel, is dit nie uitgesluit dat 'n persoon by meer as een vereniging aansluit nie, of da lede van dieselfde gesin aan meer as een koopvereniging behoort nie. Sodoende kan die leweransiers van albe koopverenigings tot beskikking van die verbruikers ge plaas word, wat 'n groter verskeidenheid sal beteken. Terselfdertyd kan op groter skaal van die koopvereniging se bykomende dienste, soos versekering of begrafnisdienste gebruik gemaak word.

189. Wat die groot groep verbruikers betref wat led van Samba is, kan aangevoer word dat die stelsel Samba se magposisie as prakties die enigste koopvereniging i Bloemfontein bestendig, tot voordeel van sy talle lede. Dit moet toegegee word dat 'n groot, suksesvolle Samba wat sterk staan teenoor die handel, in staat is om voor dele vir die vereniging en sy lede af te dwing, soos ho invorderingsgelde, bestendige diens en bonusse. Die vraag is egter of die prys wat betaal word nie hoër is as di genoemde voordele nie. In die verband is dit insiggewend om te let op die ontleding van Samba se uitbetalings o drie jaar in verhouding tot invorderingsgelde en lede s aankope, soos verstrekkend in Tabel 5. Dit is betekenisvol dat slegs 91,2 persent van totale invorderingsgelde i 1968 aan lede uitbetaal is. In 1969 het die persentas gedaal tot 88,3 en tot slegs 82,1 in 1970. In laasgenoemde jaar is 5,9 persent van lede se totale aankope aan hul in die vorm van bonusse terugbetaal, terwyl die leweransiers 7,3 persent op lede se aankope aan Samba in d vorm van invorderingsgeld afgestaan het. Die Raad he in hierdie verband vasgestel dat die grootste koopverenigings in Pretoria vir die jare 1967-1969 gereeld méér aa bonusse aan hul lede uitbetaal as wat hulle in die vorm van vorderingsgelde van die leweransiers verhaal het, naamlik 'n bonuskoers van gemiddeld meer as 5 persent, terwyl die invorderingsgeld gemiddeld laer as 5 persent was. Dit kon hulle doen omdat hul "ander aktiwiteite" op 'n winnende grondslag gedryf word. Samba het ook aan die Raad bevestig dat dit nie sy beleid is om reserwes o te bou nie maar om inkomste ná aftrekking van koste aan sy lede uit te keer. Die aansienlike daling in uitkerings oor die drie jare 1968-1970 kan dus slegs aan 'n ooreenkomstige styging van koste en/of verliese gewas word. Die Raad het dan ook vasgestel dat Samba se totale koste in verhouding tot sy totale omset as koopvereniging (d.w.s. lede se aankope) in 1969 op 1,9 persent te staan gekom het, teenoor 1,4 persent vir die groot koopvereniging in Pretoria. Met inagneming van Samba se sterk posisie as prakties die enigste koopvereniging in Bloemfontein vir meer as dertig jaar en die feit dat hy ook ander aktiwiteite beoefen, kan tot geleidelike ander gevolgtrekking geraak word nie dat sy resultate gemeet teen sy hoër invorderingsgelde en hoër bedryfskoste in vergelyking met koopverenigings in Pretoria, aan die swak kant is. Vanweë Safin se lae omset en gevolglik onderbesetting van sy organisasie, meen die Raad nie dat 'n dergelyke vergelyking tussen Safin en Samba in hierdie stadium van veel nut sal wees nie.

190. In die lig van die bogenoemde opmerkings meen die Raad dat Samba se beleid met betrekking tot die hernuwing van kontrakte van leweransiers wat met 'n tweede koopvereniging 'n leweransierskontrak aangegaan het, nie tot voordeel van die verbruikers in Bloemfontein is nie.

v) Conclusion

191. Having considered the above-mentioned arguments and the alleged advantages and disadvantages of Samba's policy with regard to the renewal of contractors' contracts in cases where the contractors concerned have entered into similar contracts with a second buy-aid association, the Board is not satisfied that there are circumstances which justify, in the public interest, the monopolistic condition created in Bloemfontein as the result of the said policy. The Board is not satisfied that the three alleged irregularities or malpractices quoted by Samba in support of its policy should create insoluble problems for Samba or for any other buy-aid association. See paragraphs 175-180.)

192. The Board also wishes to refer to Samba's argument that there is no need for a second buy-aid association in Bloemfontein (paragraph 181) as well as to the condition on which Samba would be prepared to share members or contractors with a second buy-aid association. (Paragraph 182.)

193. As regards commerce and the consumers, the Board is satisfied that the existence of only one large, strong buy-aid association which experiences no appreciable competition in Bloemfontein and, in addition, follows a policy aimed at preventing or impeding the entry of a rival, is not justified in their best interests. Similarly, it is the opinion of the Board, as already expressed in paragraph 182, that, should a buy-aid association refuse to share its members, this would constitute an unfair restriction of business freedom. Should a possible interdict on Samba's refusal to share contractors be followed by a prohibition by Samba against its members' joining other buy-aid associations, the Board recommends that the Minister take action, in terms of the Act, against the resultant new condition.

THE ANNUAL APPOINTMENT OF CONTRACTORS ACCORDING TO A TENDER SYSTEM

(i) Effect on commerce

194. In the first place, the Board is satisfied that the tender system has or is calculated to have the effect of giving rise to differential collection fees. Such differential collection fees for the same goods and services must necessarily disturb the competitive relationship among contractors and must be to the detriment of those contractors who are in the unfortunate position of having to pay higher rates.

195. Secondly, the Board is satisfied that the attempts by dealers to obtain or to renew their contracts by means of the tender system have or are calculated to have the effect of continually pushing up collection fees, which, in the opinion of the Board, constitutes a very real disadvantage. The system for instance strengthens Samba's bargaining power *vis-à-vis* tenderers by enabling it to treat each tender individually. In this way, contractors are prevented from influencing the rate of collection fees to their own advantage by means of open negotiation. When, for example, it is taken into account how many tenderers are unsuccessful every year and how anxious dealers, more particularly new undertakings, are to be accepted or retained as contractors, it is clear why tenders tend to become increasingly higher.

196. Thirdly, the Board is satisfied that the annual renewal of contracts is conducive to uncertainty, which does not promote the healthy development of, and sound planning by, the dealers concerned. At the same time it

(v) Gevolgtrekking

191. Ná oorweging van die voorafgaande argumente en die beweerde voor- en nadele van Samba se beleid ten opsigte van die hernuwing van leweransierskontrakte waar die betrokke leweransiers dergelike kontrakte met 'n tweede koopvereniging aangegaan het, is die Raad nie oortuig dat daar omstandighede is wat die monopolistiese toestand wat as gevolg van daardie beleid in Bloemfontein geskep is, in die openbare belang regverdig nie. Die Raad is nie oortuig dat die drie beweerde wanpraktykte wat Samba as rede vir sy beleid aanvoer, onoor-komelike probleme vir Samba of enige ander koopvereniging behoort te skep nie (kyk paragrawe 175 tot 180).

192. Die Raad verwys ook na Samba se argument dat daar geen behoefte aan 'n tweede koopvereniging in Bloemfontein bestaan nie (paragraaf 181) asook die voorwaarde waaronder hy bereid sou wees om lede of leweransiers met 'n tweede koopvereniging te deel. (Paragraaf 182).

193. Wat die handel en die verbruikers betref, is die Raad oortuig dat die bestaan van slegs een groot, sterk koopvereniging wat sonder enige noemenswaardige mededinging in Bloemfontein bestaan en boonop 'n beleid volg wat daarop gemik is om die toetrede van 'n mededinger te verhinder of te bemoeilik, nie in hul beste belange geregverdig is nie. Insgelyks is dit die Raad se mening, soos reeds in paragraaf 182 uitgespreek, dat indien 'n koopvereniging sou weier om lede te deel, dit 'n ongeregverdigde beperking van bedryfsvryheid sal wees. Indien 'n moontlike verbod op Samba se weiering om leweransiers te deel dus gevolg sou word deur 'n verbod op sy lede om by ander koopverenigings aan te sluit, stel die Raad voor dat die Minister ingevolge die Wet teen die nuwe toestand wat daardeur geskep word, optree.

DIE JAARLIKSE AANSTELLING VAN LEWERANSIERS VOLGENS 'N TENDERSTELSEL

(i) Die uitwerking op die handel

194. Die Raad aanvaar eerstens dat die tenderstelsel die uitwerking het, of daarop bereken is om differensiële invorderingsgelde tot gevolg te hê. Sodanige differensiële invorderingsgelde vir dieselfde goedere en dienste moet noodwendig die mededingingsverhouding tussen leweransiers versteur en tot nadeel wees van daardie leweransiers wat in die ongelukkige posisie is om die hoër tariewe te moet betaal.

195. Tweedens aanvaar die Raad dat handelaars se pogings om deur middel van die tenderstelsel leweransierskontrakte te bekom of te hernieu, die uitwerking het of kan hê, om invorderingsgelde steeds hoër op te stoot, wat na die Raad se mening 'n wesenlike nadeel is. Die stelsel versterk naamlik Samba se afdingingsvermoë teenoor tenderaars deurdat dit hom in staat stel om met elke tender individueel te handel. Sodoende word verhoed dat leweransiers deur ope onderhandelings die koers van invorderingsgelde in hul guns beïnvloed. As byvoorbeeld in ag geneem word hoeveel tenderaars elke jaar onsuksesvol is en hoe gretig handelaars, veral nuwe ondernemings, is om as leweransiers aanvaar of behou te word, is dit duidelik waarom daar 'n neiging bestaan om steeds hoër te tender.

196. Derdens aanvaar die Raad dat die jaarlikse hernuwing van leweransierskontrakte onsekerheid meebring wat nie bevorderlik is vir gesonde ontwikkeling en beplanning deur die betrokke handelaars nie. Terselfdertyd plaas

weakens the undertakings' bargaining position *vis-à-vis* Samba, which is able to regard any proposals or demands on the part of the contractors as proof of "an unsatisfactory attitude and action" and to refuse to renew the contracts. It is the opinion of the Board that a state of affairs, where one market party follows a practice which enables it to impose its will on other market parties by the unilateral withdrawal of benefits, is highly undesirable and unhealthy, especially in a market structure, such as exists in Bloemfontein in respect of buy-aid associations, which offers the wronged parties no alternative.

197. After consideration of the relevant points of view, the Board considers that the annual appointment of contractors according to a tender system is not to the advantage of commerce in Bloemfontein.

(ii) *Effect on consumers*

198. In so far as the tender system has the effect of increasing contractors' expenses, so that expansion and lower prices are discouraged, the tender system can only be detrimental to Bloemfontein consumers in general.

199. As regards the members of Samba, it could, however, be argued that the fact that Samba is virtually the only buy-aid association in Bloemfontein, is to the advantage of its members and promotes the payment of a regular annual bonus and the rendering of a high standard of services by contractors. As has been pointed out in paragraph 189, however, these possible advantages for the members of Samba must be weighed up against the restriction of competition and the resultant disadvantages for consumers in general. The Board is not satisfied that the termination of the monopolistic condition in question would, on balance, necessarily be to the disadvantage of the members of Samba.

200. Apart from financial results, it is in the interests of buy-aid association members to have at their disposal as contractors the largest possible number of dealers at the most conveniently situated selling points. It is clear that Samba's tender system, according to which it is possible deliberately to limit the number of contractors has or is calculated to have the effect of restricting both its members' choice of suppliers of the same goods and services and of the most advantageous distribution of such contractors.

201. Considering the price paid for Samba's services, and restriction of the number and distribution of its contractors through its tender system, the Board doubts whether the system is, on balance, advantageous even to the members of Samba. In addition, the Board is in no doubt that the system is of no particular advantage to consumers in general.

(iii) *Conclusion*

202. After consideration of all the afore-mentioned advantages and disadvantages of the tender system as applied by Samba in the Magisterial District of Bloemfontein, the Board has come to the conclusion that there are no circumstances that justify the system in the public interest. Similarly, the Board is satisfied that both commerce and the consumers would be better off without the system, and if contractors were to be appointed for longer periods by negotiation based on uniform rates of collection fees for the same goods and services.

dit ondernemings in 'n swak bedingingsposisie teenoor Samba, wat by magte is om enige voorstelle of eise aan die kant van leweransiers as bewyse van "onbevredigende houding en optrede" te beskou en hernuwing van kontrakke dan te weier. Die Raad meen dat so 'n toestand waar een party in die mark 'n praktyk toepas waarvolgens hulle in staat is om sy wil op ander markpartye af te dwing deur die eensydige opsegging van voordele, uiters onwettig en ongesond is, veral in 'n markstruktuur soos wat in Bloemfontein ten opsigte van koopverenigings bestaan, wat geen alternatief aan die benadeelde partye bied nie.

197. Ná oorweging van die betrokke standpunte is die Raad van mening dat die jaarlikse aanstelling van leweransiers volgens 'n tenderstelsel nie tot voordeel van die handel in Bloemfontein is nie.

(ii) *Die uitwerking op verbruikers*

198. In soverre as wat die tenderstelsel die uitwerking het om leweransiers se koste te verhoog, sodat uitbreiding en laer pryse as gevolg daarvan ontmoedig word, kan die tenderstelsel slegs tot nadeel wees van Bloemfontein verbruikers in die algemeen.

199. Wat Sambalede betref, kan egter aangevoer word dat Samba se posisie as prakties die enigste koopvereniging in Bloemfontein, tot hul voordeel is en die uitwerking van 'n bestendige, jaarlikse bonus en die lewering aan hulle van goeie dienste deur leweransiers bevorder. So egter reeds in paragraaf 189 daarop gewys, moet hierdie moontlike voordele aan Sambalede opgeweeg word teen die beperking van mededinging en die nadele wat daarmee gepaard gaan vir verbruikers in die algemeen. Die Raad is nie oortuig dat die beëindiging van die betrokke monopolistiese toestand Sambalede *per saldo* noodwendig sal benadeel nie.

200. Afgesien van finansiële resultate, is dit in die belang van koopverenigingslede om die grootste moontlike aantal verkopers met die gerieflikste geleë verkooppunte, as leweransiers tot hul beskikking te hê. Dit is duidelik dat Samba se tenderstelsel waarvolgens die moontlik is om die aantal leweransiers doelbewus te beperk, die uitwerking het, of kan hê om lede se keuse tussen verskaffers van dieselfde goedere en dienste sover as die gunstige verspreiding van sulke leweransiers, aan bande te lê.

201. Met inagneming van die prys wat vir Samba's dienste betaal word en die beperking op die aantal verspreiding van sy leweransiers deur middel van die tenderstelsel, twyfel die Raad of die stelsel *per saldo* slegs vir Sambalede tot voordeel strek. Daarbenewens twyfel die Raad geensins daaraan nie dat die stelsel vir die verbruikers in die algemeen geen besondere voordele inhoud nie.

(iii) *Gevolgtrekking*

202. Ná oorweging van al die genoemde voor- en nadele van die tenderstelsel soos deur Samba in die landdrostdistrik van Bloemfontein toegepas, kom die Raad tot die gevolgtrekking dat daar geen omstandighede bestaan wat die stelsel in die openbare belang regverdig nie. Die Raad is eweneens oortuig dat sowel die handelaars as die verbruikers, beter daaraan toe sal wees sonder die tenderstelsel en indien leweransiers vir langer termynreëls deur middel van onderhandelinge op eenvormige tariewe en invorderingsgelde vir dieselfde goedere en dienste aanstel sal word.

REMEDIAL MEASURES

203. When considering appropriate remedial measures in accordance with section 6 of the Act, the Board gave serious consideration to the provision in paragraph 1 (b) (ii) of the said section, which empowers the Minister on the recommendation of the Board to require the dissolution of any body which is responsible for a monopolistic condition in order to ensure the discontinuance of such monopolistic condition or to eliminate any undesirable features thereof. The Board came to the conclusion, however, that such a drastic step at this stage might cause the large number of Bloemfontein citizens who are members of Samba considerable inconvenience, disruption and even financial loss. In this particular instance, the Board is mindful of the representations made by various staff associations, a church society and certain members of the public, that the Board should refrain from action which might be detrimental to Samba's interests. These requests were all based on the alleged benefits conferred by Samba on the interested parties, which means that the continued existence of their association is a matter of great concern to them. The Board consequently decided to recommend that the three afore-mentioned monopolistic conditions be prohibited in terms of paragraph 1 (b) (i) of section 6 of the Act.

RECOMMENDATION

204. In terms of section 3 (2) of the Act, the Board recommends to the Minister that the monopolistic conditions referred to in the foregoing paragraphs of this chapter, namely, (a) the policy of exclusiveness applied in the appointment of dealers and contractors; (b) refusal to renew the contracts of dealers who contract with other similar organisations; and (c) the annual appointment of contractors according to a tender system, should, by notice in the *Gazette*, be prohibited in terms of section 6 (1) (b) of the said Act and subject to section 3 (2) of the Act.

J. KLEU, Chairman.

F. THERON, Deputy Chairman.

B. GAIGHER, Member.

D. J. MOUTON, Head: Section Economics.

6 April 1971.

DEPARTMENT OF DEFENCE

No. R. 2007 5 November 1971
AMENDMENTS TO THE REGULATIONS FOR
THE EUROPEAN AUXILIARY SERVICE

The State President has in terms of section 87 (1) of the Defence Act, 1957 (Act 44 of 1957), amended the Regulations for the European Auxiliary Service promulgated under Government Notice 1957 of 11 August 1950, as follows:

Chapter III of the Regulations for the European Auxiliary Service is hereby amended—

(a) by the substitution for subregulation (1) of regulation 18 of the following subregulations:

“(1) For the purpose of the accrual of accumulative vacation leave with full pay members shall be classified into the following groups:

(a) *Group I*.—Members who have completed 10 years' Government Service or longer;

VERHELPEDE MAATREËLS

203. By oorweging van geskikte verhelpende maatreëls ooreenkomstig artikel 6 van die Wet, het die Raad ernstige oorweging geskenk aan die voorsiening in paragraaf 1 (b) (ii) van genoemde artikel, wat aan die Minister die mag verleen om, op aanbeveling van die Raad, enige liggaam wat vir 'n monopolistiese toestand verantwoordelik is, te gelas om te ontbind ten einde die beëindiging van daardie monopolistiese toestand te verseker of enige ongewenste kenmerke daarvan uit te skakel. Die Raad het egter tot die gevolgtrekking gekom dat so 'n drastiese stap in hierdie stadium vir die groot getal inwoners van Bloemfontein wat lede van Samba is, aansienlike ongerief, ontwrigting en selfs finansiële verliese kan meebring. Hier dink die Raad veral aan die verstoë van die onderskeie personeelverenigings, 'n kerkgenootskap en sekere lede van die publiek, dat die Raad hom moet weerhou van optrede wat vir Samba se belange nadelig kan wees. Hierdie versoeke het almal berus op die voordele wat Samba vir die betrokkenes sou inhou en wat meebring dat die voortbestaan van hul vereniging vir hul 'n aangeleentheid van wesenlike belang is. Daar is gevolglik besluit om aan te beveel dat die drie genoemde monopolistiese toestande ingevolge paragraaf 1 (b) (i) van artikel 6 van die Wet verbied word.

AANBEVELING

204. Ooreenkomstig artikel 3 (2) van die Wet beveel die Raad by die Minister aan dat die monopolistiese toestande vermeld in die vorige paragrafe van hierdie hoofstuk, te wete, (a) die beleid van eksklusiwiteit by die aanstelling van handelaars as leweransiers; (b) die weiering om die leweransierskontrakte van handelaars wat by ander dergelike organisasies as leweransiers aansluit, te hernieu; en (c) die jaarlikse aanstelling van leweransiers volgens 'n tenderstelsel, ingevolge artikel 6 (1) (b) van genoemde Wet en behoudens subartikel (2) van artikel 3 van die Wet, by wyse van kennisgewing in die *Staatskoerant* verbied word.

S. J. KLEU, Voorsitter.

P. F. THERON, Adjunk-Voorsitter.

B. GAIGHER, Lid.

D. J. MOUTON, Hoof, Seksie Ekonomie.

26 April 1971.

DEPARTEMENT VAN VERDEDIGING

No. R. 2007 5 November 1971
WYSIGING VAN DIE REGULASIES VIR DIE
BLANKE HULPDIENS

Die Staatspresident het kragtens artikel 87 (1) van die Verdedigingswet, 1957 (Wet 44 van 1957), die Regulasies vir die Blanke Hulpdiens afgekondig by Goewermmentskennisgewing 1957 van 11 Augustus 1950, soos volg gewysig:

Hoofstuk III van die Regulasies vir die Blanke Hulpdiens word hierby gewysig—

(a) deur subregulasie (1) van regulasie 18 deur die volgende subregulasie te vervang:

“(1) Vir die aanwas van oplopende vakansieverlof met volle besoldiging word lede in die volgende groepe ingedeel:

(a) *Groep I*.—Lede wat 10 jaar of langer Regeringsdiens voltooi het;

(b) *Group II*.—Members who have completed five but less than 10 years' Government Service;

(c) *Group III*.—Members who have not completed 5 years' Government Service.”;

(b) by the substitution for subregulation (1) of regulation 19 of the following subregulation:

“(1) For every year of service accumulative vacation leave with full pay shall in respect of the members in the groups referred to in regulation 18 of this chapter, accrue at a rate of—

(a) thirty-six days in respect of members in Group I;

(b) thirty days in respect of members in Group II;

(c) twenty-four days in respect of members in Group III.”.

Amendment Slip 21]

DEPARTMENT OF JUSTICE

No. R. 2021

5 November 1971

RULES REGULATING THE CONDUCT OF THE PROCEEDINGS OF THE SEVERAL PROVINCIAL AND LOCAL DIVISIONS OF THE SUPREME COURT OF SOUTH AFRICA

The Chief Justice, after consultation with the Judges President of the several divisions of the Supreme Court of South Africa, has, in terms of section 43 (2) (a) of the Supreme Court Act, 1959 (Act 59 of 1959), with the approval of the State President, with effect from 15 November 1971, made the undermentioned amendments to the rules regulating the conduct of the proceedings of the provincial and local divisions of the Supreme Court of South Africa promulgated by Government Notice R. 48, dated 12 January 1965:

1. (a) The substitution for paragraph (b) of rule 4 (5), of the following paragraph:

“(b) Any process of court or document to be served as provided in subrule (3), shall be delivered to the Registrar together with revenue stamps to the value of R15 fixed thereto: Provided that no revenue stamps shall be required where service is to be effected on behalf of the Government of the Republic or the Administration of South-West Africa.”; and

(b) the substitution for subrule (9) of rule 4 of the following subrule:

“(9) In every proceeding in which the State, the administration of any province, the Administration of the Territory of South-West Africa, the South African Railways and Harbours Administration or a Minister, Deputy Minister or Administrator in his official capacity is defendant or respondent, the summons or notice instituting such proceeding may be served at the Office of the State Attorney, Pretoria, or the branch of the said office which is situated in the area of jurisdiction of the court out of which such summons or notice has been issued.”.

2. (a) The substitution for paragraph (b) of rule 6 (5), of the following paragraph:

“(b) In such notice the applicant shall appoint an address within eight kilometres of the office of the Registrar, or, if the applicant is a person who is in terms of any law prohibited from being the occupier of land or premises within the distance of eight kilometres of such office, an address further than eight kilometres from

(b) *Groep II*.—Lede wat vyf jaar maar minder as 10 jaar Regeringsdiens voltooi het;

(c) *Groep III*.—Lede wat minder as vyf jaar Regeringsdiens voltooi het.”;

(b) deur subregulasie (1) van regulasie 19 deur die volgende subregulasie te vervang:

“(1) Vir elke jaar diens, was die oplopende vakansie verlof met volle besoldiging ten opsigte van lede in die groep in regulasie 18 van hierdie hoofstuk bedoel, aan teen—

(a) ses-en-dertig dae ten opsigte van lede in Groep I

(b) dertig dae ten opsigte van lede in Groep II;

(c) vier-en-twintig dae ten opsigte van lede in Groep III.”.

Wysigingsblaadjie 21]

DEPARTEMENT VAN JUSTISIE

No. R. 2021

5 November 1971

REÛLS WAARBY DIE VERRIGTINGS VAN DIE ONDERSKEIE PROVINSIALE EN PLAASLIKE AFDELINGS VAN DIE HOOGGEREGSHOF VAN SUID-AFRIKA GEREÛL WORD

Onderstaande wysigings van die reëls waarby die verrigtings van die provinsiale en plaaslike afdelings van die Hooggeregshof van Suid-Afrika gereël word, afgekondig by Goewermentskennisgewing R. 48 van 12 Januarie 1965, word kragtens artikel 43 (2) (a) van die Wet op die Hooggeregshof, 1959 (Wet 59 van 1959), deur die Hoogregter, na oorlegpleging met die Regters-president van die onderskeie afdelings van die Hooggeregshof van Suid-Afrika, met die goedkeuring van die Staatspresident uitgevaardig met ingang van 15 November 1971:

1. (a) Die vervanging van paragraaf (b) van reël 4 (5) deur die volgende paragraaf:

“(b) ’n Prosesstuk of dokument wat beteken moet word soos in subreël (3) bepaal, word aan die Griffier afgelewer met inkomsteseëls ten bedrae van R15 daaraan geheg. Met dien verstande dat inkomsteseëls nie vereis word waar betekening namens die Regering van die Republiek of die Administrasie van Suidwes-Afrika moet geskied nie.”; en

(b) die vervanging van subreël (9) van reël 4 deur die volgende subreël:

“(9) In elke geding waarin die Staat, die administrasie van ’n provinsie, die administrasie van die gebied Suidwes-Afrika, die Suid-Afrikaanse Spoorweg- en Hawensadministrasie of ’n Minister, Adjunk-minister of Administrateur in sy amptelike hoedanigheid verweerd of respondent is, kan die dagvaarding of kennisgewing waarby die geding ingestel word, aan die Kantoor van die Staatsprokureur, Pretoria, of die tak van daardie kantoor wat geleë is binne die regsgebied van die hof waaruit die dagvaarding of kennisgewing uitgereik is, beteken word.”.

2. (a) Die vervanging van paragraaf (b) van reël 6 (5) deur die volgende paragraaf:

“(b) In die kennisgewing noem die applikant ’n adres binne agt kilometers van die kantoor van die Griffier, indien die applikant iemand is wat kragtens enige wet verbied word om die okkupeerder te wees van grond of ’n perseel wat binne ’n afstand van agt kilometers van sodanige kantoor geleë is, kan ’n adres verder as a

ch office but within the magisterial district in which ch office is situated may be appointed, at which he will accept notice and service of all documents in such proceedings, and shall, subject to the provisions of section 27 of the Act, set forth a day, not less than five days after service thereof on the respondent, on or before which such respondent is required to notify the applicant, in writing, whether he intends to oppose such application, and shall further state that if no such notification is given the application will be set down for hearing on a stated day, it being less than seven days after service on the said respondent of the said notice.”;

(b) the substitution for subparagraph (i) of paragraph (b) of rule 6 (5) of the following subparagraph:

“(i) within the time stated in the said notice, give applicant notice, in writing, that he intends to oppose the application, and in such notice appoint an address within eight kilometres of the office of the Registrar, or, if such person is a person who is in terms of any law prohibited from being the occupier of land or premises within the distance of eight kilometres of such office, may appoint an address further than eight kilometres from such office but within the magisterial district in which such office is situated, at which he will accept notice and service of all documents;”;

(c) the insertion in rule 6 (5), after paragraph (g), of the following paragraph:

“(h) The provisions of paragraphs (c) and (f) shall *mutatis mutandis* apply to petitions.”; and

(d) the substitution for subrule (13) of rule 6 of the following subrule:

“(13) In any application against any Minister, Deputy Minister, Administrator, officer or servant of the State, in his capacity as such, the State, the administration of any province, the administration of the territory of South-west Africa or the South African Railways and Harbours Administration, the respective periods referred to in paragraph (b) of subrule (5), or for the return of a rule *nisi*, shall be not less than 14 days after the service of the notice of motion, or the rule *nisi*, as the case may be, unless the court shall have specially authorised a shorter period.”;

3. (a) The substitution for paragraph (a) of rule 7 (5), of the following paragraph:

“(a) No power of attorney shall be required to be executed by the State Attorney, any deputy state attorney, or any professional assistant to the State Attorney or a deputy state attorney or any attorney instructed, in writing, by telegram by or on behalf of the State Attorney or deputy state attorney in any matter in which the State Attorney or a deputy state attorney is acting in his capacity as such by virtue of any provision of the State Attorney Act, 1957 (Act 56 of 1957).”;

(b) the deletion in rule 7 (5) of paragraph (b).

4. The substitution for subrule (3) of rule 13, of the following subrule:

“(3) (a) The third party notice shall be served before the close of pleadings in the action in connection with which it is issued.

(b) After the close of pleadings, such notice may only be served with the leave of the court.

(c) The third party notice shall be accompanied by a copy of all pleadings filed in the action up to the date of service of the notice.”;

kilometers van sodanige kantoor maar binne die landdrosdistrik waarin sodanige kantoor geleë is, genoem word, waar hy kennisgewing en betekening van alle dokumente in die geding sal aanvaar, en gee hy, behoudens die bepalinge van artikel 27 van die Wet, minstens vyf dae tyd waarbinne die respondent na betekening skriftelik die applikant kennis moet gee of hy van voorneme is om die aansoek te bestry, en meld hy verder dat as kennis nie aldus gegee word nie, die aansoek op 'n bepaalde dag, minstens sewe dae na betekening van die kennisgewing aan die respondent, vir beregting ter rolle geplaas sal word.”;

(b) die vervanging van subparagraaf (i) van paragraaf (d) van reël 6 (5) deur die volgende subparagraaf:

“(i) gee die applikant binne die tyd in die kennisgewing vermeld, skriftelik kennis dat hy van voorneme is om die aansoek te bestry, met vermelding van 'n adres binne agt kilometers van die kantoor van die Griffier, of, indien so iemand 'n persoon is wat kragtens enige wet verbied word om die okkupeerder te wees van grond of 'n perseel wat binne 'n afstand van agt kilometers van sodanige kantoor geleë is, kan hy 'n adres verder as agt kilometers van sodanige kantoor maar binne die landdrosdistrik waarin sodanige kantoor geleë is soos voornoemd vermeld, waar hy kennisgewing en betekening van alle dokumente sal aanvaar;”;

(c) die invoeging in reël 6 (5), na paragraaf (g), van die volgende paragraaf:

“(h) Die bepalinge van paragrawe (c) en (f) is *mutatis mutandis* op petisies van toepassing.”; en

(d) die vervanging van subreël (13) van reël 6 deur die volgende subreël:

“(13) By 'n aansoek, ampshalwe teen 'n Minister, Adjunk-minister, Administrateur, amptenaar of werknemer van die Staat, teen die Staat, die administrasie van 'n provinsie, die Administrasie van die gebied Suidwes-Afrika of die Suid-Afrikaanse Spoorweg- en Hawensadministrasie, is die onderskeie tydperke bepaal in paragraaf (b) van subreël (5), of vir die keurdatum van 'n bevel *nisi*, minstens 14 dae na die betekening van die kennisgewing van mosie of die bevel *nisi*, na gelang van die geval, tensy die hof spesiaal 'n korter tydperk gemagtig het.”;

3. (a) Die vervanging van paragraaf (a) van reël 7 (5) deur die volgende paragraaf:

“(a) Dit is vir die volgende onnodig om 'n prokurasie in te dien: Die Staatsprokureur, 'n adjunk-staatsprokureur of 'n professionele assistent van die Staatsprokureur of 'n adjunk-staatsprokureur, of 'n prokureur aan wie skriftelik of per telegram deur of namens die Staatsprokureur of 'n adjunk-staatsprokureur opdrag gegee is, in aangeleenthede waarin die Staatsprokureur of 'n adjunk-staatsprokureur amptelik optree uit hoofte van 'n bepaling van die Wet op die Staatsprokureur, 1957 (Wet 56 van 1957).”;

(b) die skapping in reël 7 (5) van paragraaf (b).

4. Die vervanging van subreël (3) van reël 13 deur die volgende subreël:

“(3) (a) 'n Derdepartykennisgewing moet beteken word voor die sluiting van pleitstukke in die aksie in verband waarmee dit uitgereik is.

(b) Na sluiting van pleitstukke, mag sodanige kennisgewing slegs met verlof van die hof beteken word.

(c) Die derdepartykennisgewing moet vergesel wees van 'n afskrif van alle pleitstukke wat tot datum van betekening van die kennisgewing in die aksie ingedien is.”;

5. The substitution for subrule (2) of rule 16, of the following subrule:

"(2) Any party represented by an attorney in any proceedings may at any time, subject to the provisions of rule 40, terminate such attorney's authority to act for him, and thereafter act in person or appoint another attorney to act for him therein, whereupon he shall forthwith give notice to the Registrar and to all other parties of the termination of his former attorney's authority, and if he has appointed a further attorney so to act for him, of the latter's name and address. The further attorney so appointed shall forthwith file with the Registrar a power of attorney authorising him so to act. If no further attorney is so acting, such person shall in the notice of the termination of his former attorney's authority, as aforesaid, also notify all other parties of an address within eight kilometres of the office of the Registrar, or, if he is a person who is in terms of any law prohibited from being the occupier of land or premises within the distance of eight kilometres of such office, may notify an address further than eight kilometres from such office but within the magisterial district in which such office is situated, for the service on him of all documents in such proceedings."

6. The substitution for subrule (3) of rule 17, of the following subrule:

"(3) Every summons shall be signed by the attorney acting for the plaintiff and shall bear an attorney's address, within eight kilometres of the office of the Registrar, or, if no attorney is acting, it shall be signed by the plaintiff, who shall in addition append an address within eight kilometres of the office of the Registrar at which he will accept service of all subsequent documents in the suit; and shall thereafter be signed and issued by the Registrar and made returnable by the Sheriff to the court through the Registrar: Provided that such address where the attorney or the plaintiff, as the case may be, will accept service of documents in the suit may be further than eight kilometres from the office of the Registrar but within the magisterial district in which such office is situated if such attorney or the plaintiff is a person who is in terms of any law prohibited from being the occupier of land or premises within the distance of eight kilometres of such office."

7. (a) The substitution for subrule (1) of rule 19, of the following subrule:

"(1) Subject to the provisions of section 27 of the Act, the defendant in every civil action shall be allowed 10 days after service of summons on him (and where he resides more than 80 kilometres from the nearest railway station, 21 days) within which to deliver a notice of intention to defend, either personally or through his attorney: Provided that the days between 16 December and 15 January, both inclusive, shall not be counted in the time allowed within which to deliver a notice of intention to defend where the defendant resides more than 80 kilometres from the nearest railway station."

(b) the substitution for subrule (2) of rule 19, of the following subrule:

"(2) In actions against any Minister, Deputy Minister, Administrator, officer or servant of the State, in his capacity as such, the State, the administration of any province, the Administration of the Territory of South-West Africa or the South African Railways and Harbours

5. Die vervanging van subreël (2) van reël 16 deur die volgende subreël:

"(2) 'n Party wat in enige verrigtinge deur 'n prokureur verteenwoordig word, kan te eniger tyd, behoudens die bepalings van reël 40, so 'n prokureur se magtiging of namens hom op te tree, opse en daarna persoonlik optree of 'n ander prokureur aanstel, waarna hy onverwyld aan die Griffier en aan alle ander partye kennis moet gee van die opsegging en as hy 'n ander prokureur aangestel het, van laasgenoemde se naam en adres. Die ander prokureur moet onverwyld by die Griffier 'n prokurasie indien waarby hy gemagtig word om in die saak op te tree. As hy nie 'n ander prokureur aanstel nie, moet die party die kennisgewing van opsegging ook 'n adres aangee waar binne agt kilometers van die kantoor van die Griffier is, of, indien hy iemand is wat kragtens enige wet verbied word om die okkuperder te wees van grond of 'n perseel wat binne 'n afstand van agt kilometers van bedoelde kantoor geleë is, kan hy 'n adres verder as agt kilometers van bedoelde kantoor aangee maar binne die landdrostsdistrik waarin bedoelde kantoor geleë is, vir die betekening aan hom van alle dokumente in die verrigtinge."

6. Die vervanging van subreël (3) van reël 17 deur die volgende subreël:

"(3) Elke dagvaarding moet deur die eiser se prokureur onderteken wees en 'n prokureur se adres bevat wat binne agt kilometers van die kantoor van die Griffier af is, of, as geen prokureur optree nie, moet dit deur die eiser onderteken wees en ook 'n adres binne agt kilometers van die kantoor van die Griffier af bevat, waar hy betekening van die daaropvolgende dokumente in die geding sal aanvaar; daarna word dit deur die Griffier onderteken en uitgereik, met opdrag aan die Balju om deur die Griffier aan die Hof relaas te gee: Met dien verstande dat indien 'n prokureur of eiser iemand is wat kragtens enige wet verbied word om die okkuperder van grond of 'n perseel te wees wat binne 'n afstand van agt kilometers van die kantoor van die Griffier geleë is, die adres waar die prokureur of eiser, na gelang van die geval, betekening van dokumente in die geding sal ontvang, verder as agt kilometers van sodanige kantoor kan wees maar binne die landdrostsdistrik waarin sodanige kantoor geleë is."

7. (a) Die vervanging van subreël (1) van reël 19 deur die volgende subreël:

"(1) Behoudens die bepalings van artikel 27 van die Wet, kry die verweerder in elke siviele aksie 10 dae na betekening van 'n dagvaarding aan hom (en as hy meer as 80 kilometers van die naaste spoorwegstasie woon, 21 dae) waarin hy 'n kennisgewing van voorneme om te verdedig, hetsy persoonlik of deur sy prokureur, kan aflewer: Met dien verstande dat die dae van 16 Desember af tot en met 15 Januarie nie ingereken word by die toegestane tyd om 'n kennisgewing van voorneme om te verdedig af te lewer nie in die geval waar die verweerder verder as 80 kilometers van die naaste spoorwegstasie woon."

(b) die vervanging van subreël (2) van reël 19 deur die volgende subreël:

"(2) In aksies teen 'n Minister, Adjunk-minister, Administrateur, amptenaar of werknemer van die Staat in sy amptelike hoedanigheid, die Staat, die administrasie van 'n provinsie, die Administrasie van die gebied Suidwest-Afrika of die Suid-Afrikaanse Spoorweg- en Hawe

administration, the time to be allowed for delivery of notice of intention to defend shall be not less than one month after service of summons, unless in any case the court has specially authorised a shorter period.”; and (c) the substitution for subrule (3) of rule 19, of the following subrule:

“(3) When a defendant delivers notice of intention to defend, he shall therein appoint an address, not being a post office box or *poste restante*, within eight kilometres of the office of the Registrar, or, if he is a person who in terms of any law prohibited from being the occupier of land or premises within the distance of eight kilometres of such office, he may appoint an address further than eight kilometres from such office but within the magisterial district in which such office is situated, for the service on him thereof of all documents in such action, and service thereof at the address so given shall be valid and effectual, except where by any order or practice of the court personal service is required.”.

8. The substitution in rule 20 (1), for the word “fourteen” of the word “twenty-one”.

9. The insertion in rule 22 (1), after the word “summons”, of the words “or within 14 days after service upon him of further particulars to such declaration or combined summons, as the case may be”.

10. The insertion in rule 25 (1), after the word “plea” where it occurs for the first time, of the words “or further particulars to the plea”.

11. The substitution in rule 31 (2) (b), for the expression “R20” of the expression “R50”.

12. The addition at the end of rule 33 (2) (b) of the words “or opposed applications, whichever may be more convenient.”.

13. (a) The insertion in rule 37 (1), after paragraph (a), of the following paragraph:

“(b) The conference referred to in paragraph (a) may be held at any time after the close of pleadings but before the commencement of the trial.”; and

(b) the renumbering of the existing paragraph (b) of subrule (1) to paragraph (c).

14. The substitution for subrule (1) of rule 41, of the following subrule:

“(1) (a) A person instituting any proceedings may at any time before the matter has been set down and thereafter by consent of the parties or leave of the court withdraw such proceedings, in any of which events he shall deliver a notice of withdrawal and may embody in such notice a consent to pay costs; and the taxing master shall tax such costs on the request of the other party.

(b) A consent to pay costs referred to in paragraph (a), shall have the effect of an order of court for such costs.

(c) If no such consent to pay costs is embodied in the notice of withdrawal, the other party may apply to court for an order for costs.”.

15. The substitution for subrule (2) of rule 43 of the following subrule:

“(2) The applicant shall deliver a sworn statement in the nature of a declaration, setting out the relief claimed and the grounds therefor, together with a notice to the respondent as near as may be in accordance with Form 7 of the First Schedule. The statement and notice shall be signed by the applicant or his attorney and shall give an address for service within eight kilometres of the office of the Registrar, or, if the applicant or his attorney is a person who is in terms of any law prohibited from being

administrasie, moet minstens een maand kennisgewing na betekening van die dagvaarding toegelaat word vir aflewering van ’n kennisgewing van voorneme om te verdedig tensy die hof ’n korter tydperk gemagtig het.”; en

(c) die vervanging van subreël (3) van reël 19 deur die volgende subreël:

“(3) ’n Verweerder se kennisgewing van voorneme om te verdedig moet ’n adres bevat, nie synde ’n posbus of poste restante nie, binne agt kilometers van die kantoor van die Griffier, of, indien die verweerder iemand is wat kragtens enige wet verbied word om die okkupeerder van grond of ’n perseel te wees wat binne die afstand van agt kilometers van sodanige kantoor geleë is, kan hy ’n adres verder as agt kilometers van sodanige kantoor maar binne die landdrosdistrik waarin sodanige kantoor geleë is, aangee, vir die betekening aan hom aldaar van alle dokumente in so ’n aksie, en betekening daarvan by die adres aldus aangegee, is geldig en afdoende, behalwe waar ’n hofbevel of die hofpraktyk persoonlik betekening vereis.”.

8. Die vervanging in reël 20 (1) van die woord “veertien” deur die woord “een-en-twintig”.

9. Die invoeging in reël 22 (1), na die woord “deklarasie” van die woord “of binne 14 dae na betekening aan hom van verdere besonderhede met betrekking tot sodanige deklarasie of gekombineerde dagvaarding, na gelang van die geval.”.

10. Die invoeging in reël 25 (1), na die woord “pleit” waar dit die eerste maal voorkom, van die woorde “of verdere besonderhede op die pleit”.

11. Die vervanging in reël 31 (2) (b) van die uitdrukking “R20” deur die uitdrukking “R50”.

12. Die byvoeging aan die end van die reël 33 (2) (b) van die woorde “of bestrede aansoek, wat ook al die gerieflikste is.”.

13. (a) Die invoeging in reël 37 (1), na paragraaf (a), van die volgende paragraaf:

“(b) Die samespreking in paragraaf (a) bedoel, kan te eniger tyd na die sluiting van pleitstukke maar voor die aanvang van die verhoor gehou word.”;

(b) die hernoëmering van die bestaande paragraaf (b) van subreël (1) na paragraaf (c).

14. Die vervanging van subreël (1) van reël 41 deur die volgende subreël:

“(1) (a) Iemand wat ’n geding ingestel het, kan dit voor terrolleplasing te eniger tyd en daarna met die toestemming van die partye of verlof van die hof, terugtrek. In elke geval moet hy ’n kennisgewing van terugtrekking aflewer, en hy kan daarin inwillig om koste te betaal. Die takseermeester takseer die koste op versoek van die ander party.

(b) Inwilliging om koste te betaal soos in paragraaf (a) bedoel, het die uitwerking van ’n hofbevel vir sodanige koste.

(c) As die kennisgewing van terugtrekking nie ’n inwilliging tot betaling van koste bevat nie, kan die ander party by kennisgewing ’n kostebevel by die hof aanvra.”.

15. Die vervanging van subreël (2) van reël 43 deur die volgende subreël:

“(2) Die applikant moet ’n beëdigde verklaring in die aard van ’n deklarasie aflewer waarin die gevraagde regshulp en die gronde daarvoor uiteengesit word, tesame met ’n kennisgewing aan die respondent, so na moontlik bewoord soos Vorm 17 in die Eerste Bylae. Die verklaring en kennisgewing onderteken deur die applikant of sy prokureur, moet ’n adres bevat vir betekening, binne agt kilometers van die kantoor van die Griffier af, of, indien die applikant of sy prokureur iemand is wat kragtens enige wet verbied word om die okkupeerder te wees van grond

the occupier of land or premises within the distance of eight kilometres of such office, may give an address further than eight kilometres from such office but within the magisterial district in which such office is situated, and shall be served by the Sheriff.”.

16. The substitution in the Afrikaans text of rule 46 (14) (b), for the word “vonnisskuldeiser” of the word “eksekusieskuldenaar”.

17. The substitution in rule 49 (8) for the words “fool-scrap paper”, of the expression and words “A4 standard paper”.

18. The deletion in the English text of rule 50 (7) (d), of the word “within”.

19. The substitution in rule 52 (1) (c) (i), for the word “eight” of the word “six”.

20. The substitution for subrule (2) of rule 62, of the following subrule:

“(2) All documents filed with the court, other than exhibits or facsimiles thereof, shall be clearly and legibly printed or typewritten in permanent black or blueblack ink on one side only of paper of good quality and of A4 standard size. A document shall be deemed to be typewritten if it is reproduced clearly and legibly on suitable paper by a duplicating, lithographic, photographic or any other method of reproduction.”.

21. The insertion in rule 67, after paragraph (b), of the following paragraph:

“(c) For each copy of an order of court made by the Registrar, for each 100 words or part thereof: 0,20”.

22. (a) The substitution in item 5 (c) (iv) of the tariff under rule 68 for the words “or debtor’s estate made insolvent” of the words “or stayed”;

(b) the substitution in item 5 (d) (iii) of the tariff under rule 68, for the words “or the debtor’s estate made insolvent”, of the words “or stayed”;

(c) the substitution in item 5 (d) (vi) of the tariff under rule 68, for the words “or the debtor’s estate is made insolvent”, of the words “or stayed”; and

(d) the deletion of item 16 of the tariff under rule 68.

23. The insertion in the first proviso to rule 69 (3), after the word “judgment”, of the words “or of a settlement”.

24. (a) The insertion in rule 70 (4), before paragraph (b), of the following paragraph:

“(a) If the party against whom costs have been awarded has not appeared at the hearing either in person or by his legal representative;”;

(b) the substitution for paragraph (b) of rule 70 (6), of the following paragraph:

“(b) Fees may be allowed by the taxing master in his discretion as between party and party for the copying of any document which, in his view, was reasonably required for any proceedings.”;

(c) the substitution in item 7 of Section D of rule 70, for the figures “1,00”, of the figures “2,00”;

(d) the substitution in item 1 (a) of Section E of rule 70, for the words and figures “per hour: 5.25”, of the words and figures “per half hour: 5,00 to 10,00”;

(e) the substitution in item 1 (b) of Section E of rule 70, for the words and figures “per hour: 10,00”, of the words and figures “per half hour: 5,00 to 10,00”;

of ’n perseel wat binne ’n afstand van agt kilometers van sodanige kantoor geleë is, kan die kennisgewing ’n adres verder as agt kilometers van sodanige kantoor maar binne die landdrosdistrik waarin sodanige kantoor geleë is, bevestig en word deur die Balju beteken.”.

16. Die vervanging in die Afrikaanse teks van reël 46 (14) (b) van die woord “vonnisskuldeiser” deur die woord “eksekusieskuldenaar”.

17. Die vervanging in reël 49 (8) van die woord “fool-scrap papier” deur die uitdrukking en woorde “A4-standaard papier”.

18. Die skapping in die Engelse teks van reël 50 (7) (d) van die woord “within”.

19. Die vervanging in reël 52 (1) (c) (i) van die woord “agt” deur die woord “ses”.

20. Die vervanging van subreël (2) van reël 62 deur die volgende subreël:

“(2) Alle stukke wat by die Hof ingedien word, behalwe bewysstukke of ’n reproduksie daarvan, moet duidelik gedruk of getik word in permanente swart of blou-swart ink, net op een kant van papier wat van A4-standaard grootte en van goeie gehalte moet wees. ’n Stuk word geag getik te wees as dit duidelik op geskikte papier deur duplikasie, litografie, fotografie of enige ander kopieëremetode gereproduseer is.”.

21. Die invoeging in reël 67, na paragraaf (b), van die volgende paragraaf:

“(c) Vir ’n afskrif van ’n hofbevel deur die Griffioen gemaak, vir elke 100 woorde of gedeelte daarvan: 0,20”.

22. (a) Die vervanging in item 5 (c) (iv) van die tarief onder reël 68, van die woorde “of die skuldenaar se boedel insolvent verklaar word”, deur die woorde “of opgeskort, gestaak of gestuit word”;

(b) die vervanging in item 5 (d) (iii) van die tarief onder reël 68, van die woorde “of die skuldenaar se boedel insolvent verklaar word”, deur die woorde “of opgeskort, gestaak of gestuit word”;

(c) die vervanging in item 5 (d) (vi) van die tarief onder reël 68, van die woorde “of die skuldenaar word insolvent verklaar”, deur die woorde “of opgeskort, gestaak of gestuit word”; en

(d) die skapping van item 16 van die tarief onder reël 68.

23. Die invoeging in die eerste voorbehoudsbepaling van reël 69 (3), na die woord “vonnis”, van die woorde “of van ’n skikking”.

24. (a) Die invoeging in reël 70 (4), voor paragraaf (b), van die volgende paragraaf:

“(a) as die party teen wie koste toegestaan is, nie persoonlik of deur middel van sy regsvertegenwoordiger by die verhoor verskyn het nie;”;

(b) die vervanging van paragraaf (b) van reël 70 deur die volgende paragraaf:

“(b) Gelde kan deur die takseermeester in sy diskresie tussen party en party toegestaan word vir die kopieëring van ’n dokument wat, na sy oordeel, redelikerwys vir verrigtinge vereis was.”;

(c) die vervanging in item 7 van Afdeling D van reël 70 van die syfers “1,00” deur die syfers “2,00”;

(d) die vervanging in item 1 (a) van Afdeling E van reël 70 van die woorde en syfers “per uur: 5.25”, deur die woorde en syfers “per halfuur: 5,00 tot 10,00”;

(e) die vervanging in item 1 (b) van Afdeling E van reël 70, van die woorde en syfers “per uur: 10,00”, deur die woorde en syfers “per halfuur: 5,00 tot 10,00”;

- (f) the substitution in item 3 of Section E of rule 70, of the figures "2.10", of the figures "5,00 to 10,00";
- (g) the substitution in item 4 (a) of Section E of rule 70, for the figures "2.10" of the figures "5,00 to 10,00";
- (h) the substitution in item 4 (b) of Section E of rule 70, for the figures "4.00", of the figures "5,00 to 10,00";
- (i) the substitution in item 5 of Section E of rule 70, for the words and figures "per hour: 4.20" of the words and figures "per half hour: 5,00 to 10,00";
- (j) the insertion after item 1 of Section F of rule 70, the following item:

"2. For giving a verbal or written opinion (as between attorney and client): 5,00 to 50,00"; and

- (k) the renumbering of item 2 of Section F of rule 70, item 3.

25. (a) The substitution in Form 2 (a) in the First Schedule to the rules for the words "which must be within five miles of the office of the Registrar", of the words "referred to in rule 6 (5) (b)"; and for the words "within five miles of the office of the Registrar" of the words "referred to in rule 6 (5) (b)";

(b) the substitution in Form 7 in the First Schedule to the rules, for the words "within five miles of the Court", the words "referred to in rule 6 (5) (b)";

(c) the substitution in Form 8 in the First Schedule to the rules, for the words "within five miles of the Court" the words "referred to in rule 6 (5) (b)";

(d) the substitution in Form 9 in the First Schedule to the rules, for the words "within five miles of the Court", the words "referred to in rule 6 (5) (b)";

(e) the substitution in Form 10 in the First Schedule to the rules, for the words "within five miles of the Court", the words "referred to in rule 6 (5) (b); and

(f) the substitution in Form 17 in the First Schedule to the rules, for the words "within five miles of the Court", the words "as referred to in rule 6 (5) (b)".

(f) die vervanging in item 3 van Afdeling E van reël 70, van die syfers "2.10", deur die syfers "5,00 tot 10,00";

(g) die vervanging in item 4 (a) van Afdeling E van reël 70, van die syfers "2.10" deur die syfers "5,00 tot 10,00";

(h) die vervanging in item 4 (b) van Afdeling E van reël 70, van die syfers "4.00" deur die syfers "5,00 tot 10,00";

(i) die vervanging in item 5 van Afdeling E van reël 70, van die woorde en syfers "per uur: 4.20" deur die woorde en syfers "per halfuur: 5,00 tot 10,00";

(j) die invoeging na item 1 van Afdeling F van reël 70, van die volgende item:

"2. Om 'n mondelinge of skriftelike opinie te gee (tussen prokureur en kliënt): 5,00 tot 50,00."; en

(k) die hernoemering van item 2 van Afdeling F van reël 70, na item 3.

25. (a) Die vervanging in Vorm 2 (a) van die Eerste Bylae by die reëls, van die woorde "binne vyf myl vanaf die Griffierskantoor" deur die woorde "soos in reël 6 (5) (b) bedoel"; en van die woorde "binne vyf myl van die Griffierskantoor af" deur die woorde "soos in reël 6 (5) (b) bedoel";

(b) die vervanging in Vorm 7 van die Eerste Bylae by die reëls, van die woorde "binne vyf myl van die Hof af" deur die woorde "soos in reël 6 (5) (b) bedoel";

(c) die vervanging in Vorm 8 van die Eerste Bylae by die reëls, van die woorde "binne vyf myl van die Hof af" deur die woorde "soos in reël 6 (5) (b) bedoel";

(d) die vervanging in Vorm 9 van die Eerste Bylae by die reëls, van die woorde "binne vyf myl van die Hof af" deur die woorde "soos in reël 6 (5) (b) bedoel";

(e) die vervanging in Vorm 10 van die Eerste Bylae by die reëls, van die woorde "binne vyf myl van die Hof af" deur die woorde "soos in reël 6 (5) (b) bedoel"; en

(f) die vervanging in Vorm 17 van die Eerste Bylae by die reëls, van die woorde "binne vyf myl van die Hof af" deur die woorde "soos in reël 6 (5) (b) bedoel".

DEPARTMENT OF LABOUR

No. R. 1984 5 November 1971

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, CAPE

AMENDMENT OF AGREEMENT FOR THE KNITTING DIVISION

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 12 December 1972, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union;

DEPARTEMENT VAN ARBEID

No. R. 1984 5 November 1971

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, KAAP

WYSIGING VAN OOREENKOMS VIR DIE BREI-AFDELING

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1972 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 12 December 1972, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of The Cape, Wynberg, Simonstown, Bellville, Somerset West, Strand, Worcester and George; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and with effect from the second Monday after the date of publication of this notice and for the period ending 12 December 1972, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Cape Clothing Manufacturers' Association

and

Cape Knitting Industry Association

(hereinafter referred to as "the employers" or "the employers' organisations"), of the one part, and the

Garment Workers' Union of the Western Province

(hereinafter referred to as "the employees" or "the trade union"), of the other part,

being parties to the Industrial Council for the Clothing Industry (Cape), to amend the Agreement between the parties published under Government Notice R. 862 of 5 June 1970 (hereinafter referred to as the "Knitting Division Agreement") as follows:

1. CLAUSE 3.—DEFINITIONS

(1) The definition of "Grade I employee, male," is hereby amended by the addition of the following item:

"(18) bonding machine operator, i.e. an employee who operates a bonding machine (bonding fabric by fusing two or more pieces of fabric);"

(2) The definition of "Grade II employee, male," is hereby amended by the addition of the following items:

"(31) assistant padder machine operator, i.e. an employee who assists a padder machine operator;

(32) assistant bonding machine operator, i.e. an employee who assists a bonding machine operator;"

2. CLAUSE 15.—ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

Clause 15 (1) (ii) of the Knitting Division Agreement is hereby amended by the deletion of the words "on 15 December of any year" and the substitution therefor of the words "on the date of closing of the establishment for the prescribed annual leave period".

Signed at Cape Town on behalf of the parties on this 24th day of June 1971.

L. H. BARRETT, Chairman of the Council.

L. A. PETERSEN, Vice-Chairman of the Council.

G. J. NEL, Secretary of the Council.

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms m ingang van die tweede Maandag na die datum v publikasie van hierdie kennisgewing en vir die tydpe wat op 12 Desember 1972 eindig, bindend is vir a ander werkgewers en werknemers as dié genoem paragraaf (a) van hierdie kennisgewing, wat betrokke by of in diens is in genoemde Nywerheid in die land drosdistrikte Die Kaap, Wynberg, Simonstad, Bellvil Somerset-Wes, Strand, Worcester en George; en

(c) kragtens artikel 48 (3) (a) van genoemde W dat die bepalings van die Wysigingsooreenkoms m ingang van die tweede Maandag na die datum v publikasie van hierdie kennisgewing en vir die tydpe wat op 12 Desember 1972 eindig, in die gebie gespesifiseer in paragraaf (b) van hierdie kennisgewir *mutatis mutandis* bindend is vir alle Bantoes in die in genoemde Nywerheid by dié werkgewers vir v enigeen van genoemde bepalings ten opsigte van wer nemers bindend is en vir daardie werkgewers t opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIEBEDRYF (KAA

OOREENKOMS

ingevalle die bepalings van die Wet op Nywerheidsversoeni 1956, gesluit en aangegaan deur en tussen die

Cape Clothing Manufacturers' Association

en

Cape Knitting Industry Association

(hierna die "werkgewers" of die "werkgewersorganisasi genoem), aan die een kant, en die

Garment Workers' Union of the Western Province

(hierna die "werknemers" of die "vakvereniging" genoem), a die ander kant,

wat die partye is by die Nywerheidsraad vir die Klerasiennyw heid (Kaap), om die Ooreenkoms tussen die partye, gepublis by Goewermentskennisgewing R. 862 van 5 Junie 1970 (hie die "Brei-afdelingooreenkoms" genoem), soos volg te wysig

1. KLOUSULE 3.—WOORDOMSKRYWING

(1) Die woordoms krywing van "graad I-werknemer, man," w hierby gewysig deur die volgende item by te voeg:

"(18) bindmasjienbediener, d.w.s. 'n werknemer wat 'n bi masjien bedien (materiaal bind deur twee of meer stu materiaal te laat ineensmelt);"

(2) Die woordoms krywing van "graad II-werknemer, ma word hierby gewysig deur die volgende items by te voeg:

"(31) assistent-vulmasjienbediener, d.w.s. 'n werknemer wat vulmasjienbediener help;

(32) assistent-bindmasjienbediener, d.w.s. 'n werknemer wat bindmasjienbediener help;"

2. KLOUSULE 15.—JAARLIKSE VERLOF EN OPENBA VAKANSIEDAE MET BESOLDIGING

Klausule 15 (1) (ii) van die Brei-afdelingooreenkoms w hierby gewysig deur die woorde "op 15 Desember in 'n ja te skrap en hulle te vervang deur die woorde "op die sluiti datum van die bedryfsinrigting vir die voorgeskrewe jaarl verloftydperk".

Op hede die 24ste dag van Junie 1971 namens die partye Kaapstad onderteken.

L. H. BARRETT, Voorsitter van die Raad.

L. A. PETERSEN, Ondervoorsitter van die Raad.

G. J. NEL, Sekretaris van die Raad.

o. R. 1985

5 November 1971

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, CAPE

AMENDING AGREEMENT FOR THE LADIES' HOSIERY DIVISION

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 12 December 1972, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 12 December 1972, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of The Cape, Wynberg, Simonstown, Bellville, Somerset West, Strand, Worcester and George; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and with effect from the second Monday after the date of publication of this notice and for the period ending 12 December 1972, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Cape Knitting Industry Association

and

Cape Clothing Manufacturers' Association

hereinafter referred to as "the employers" or "the employers' organisations"), of the one part, and the

Garment Workers' Union of the Western Province

hereinafter referred to as "the employees" or "the trade union"), of the other part,

and the parties to the Industrial Council for the Clothing Industry (Cape), to amend the Agreement, between the parties published in Government Notice R. 863 of 5 June 1970, as follows:

CLAUSE 3.—DEFINITION

The definition of "Grade I employee" is hereby amended by the addition of the following item:

"(8) examining panti-hose or tights after dyeing for defects;"

Signed at Cape Town on behalf of the parties on this 24th day of June 1971.

H. BARRETT, Chairman of the Council.

A. PETERSEN, Vice-Chairman of the Council.

J. NEL, Secretary of the Council.

No. R. 1985

5 November 1971

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, KAAP

WYSIGING VAN OOREENKOMS VIR DIE DAMES-KOUSAFDELING

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1972 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1972 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die land-drosdistrikte Die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Strand, Worcester en George; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1972 eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan deur en tussen die

Cape Knitting Industry Association

en

Cape Clothing Manufacturers' Association

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

Garment Workers' Union of the Western Province

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap), om die Ooreenkoms tussen die partye, gepubliseer by Goewermentskennisgewing R. 863 van 5 Junie 1970 soos volg te wysig:

KLOUSULE 3.—WOORDOMSKRYWING

Die woordomskrif van "graad I-werknemer" word hierby gewysig deur die volgende item by te voeg:

"(8) kousbroeke en spanbroeke vir foute ondersoek nadat dit gekleur is;"

Op hede die 24ste dag van Junie 1971 namens die partye in Kaapstad onderteken.

L. H. BARRETT, Voorsitter van die Raad.

L. A. PETERSEN, Ondervoorsitter van die Raad.

G. J. NEL, Sekretaris van die Raad.

No. R. 1986

5 November 1971

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, CAPE

AMENDMENT OF MAIN AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 12 December 1972, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 12 December 1972, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of The Cape, Wynberg, Simonstown, Bellville, Somerset West, Strand and Worcester; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and with effect from the second Monday after the date of publication of this notice and for the period ending 12 December 1972, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into between and by the

Cape Clothing Manufacturers' Association
and

Cape Knitting Industry Association

(hereinafter referred to as "the employers" or "the employers' organisations"), of the one part, and the

Garment Workers' Union of the Western Province

(hereinafter referred to as "the employees" or "the trade union"), of the other part,

being parties to the Industrial Council for the Clothing Industry (Cape), to amend the Agreement between the parties published under Government Notice R. 864 of 5 June 1970 (hereinafter referred to as the "Main Agreement"), as follows:

1. CLAUSE 3.—DEFINITIONS

(1) The definition of "Grade II employee, male" is hereby amended by the addition of the following items:

"(16) table-hand, i.e. an employee engaged in waterproofing processes on the work of smearing rubber solution upon seams or edges and rolling them over with a small wooden hand roller, cleaning off any rubber solution; painting seams of oilskins and waterproof hats;

(17) skiver, i.e. an employee engaged in operating a skiving machine which reduces the thickness of leather;"

No. R. 1986

5 November 1971

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, KAAP

WYSIGING VAN HOOFOOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1972 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1972 eindig, bindend is vir al ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrikte Die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Strand en Worcester; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1972 eindig, in die gebied gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in dié in genoemde Nywerheid by dié werkgewers vir wien enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening 1956, gesluit en aangegaan deur en tussen die

Cape Clothing Manufacturers' Association
en

Cape Knitting Industry Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Garment Workers' Union of the Western Province

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (KaaP), om die Ooreenkoms tussen die partye, gepubliseer in Goewermenskennisgewing R. 864 van 5 Junie 1970 (hierna die "Hofooreenkoms" genoem), soos volg te wysig:

1. KLOUSULE 3.—WOORDOMSKRYWINGS

(1) Die woordomskrif van "graad II-werknemer, man" word hierby gewysig deur die volgende items by te voeg:

"(16) tafelwerker, d.w.s. 'n werknemer wat werk in verband met waterdigtingsprosesse verrig deur nate en rande met 'n rubberoplossing te bestryk en dan 'n klein houthandroller daaroor rol en die uitgedrukte stukkie rubberlym verwyder; nate van oliejasse en waterdigte hoede bestryk;

(17) leerkerwer, d.w.s. 'n werknemer wat 'n leerkerfmasjien bedien wat die dikte van leer verminder;"

(2) The definition of "Grade II employee, female," is hereby amended by the addition of the following words to item (16):

"putting on of hooks and bars on the top of the flies of trousers and the extension flaps of trousers".

(3) The definition of "Grade II employee, female," is hereby further amended by the addition of the following item:

"(45) skiver, i.e. an employee engaged in operating a skiving machine which reduces the thickness of leather".

2. CLAUSE 15.—ANNUAL LEAVE AND PUBLIC HOLIDAYS

Clause 15 (1) (ii) of the Main Agreement is hereby amended by the deletion of the words "on 15th December of any year" and the substitution therefor of the words "on the date of closing of the establishment for the prescribed annual leave period".

Signed at Cape Town on behalf of the parties on this 24th day of June 1971.

L. H. BARRETT, Chairman of the Council.

L. A. PETERSEN, Vice-Chairman of the Council.

G. J. NEL, Secretary of the Council.

DEPARTMENT OF NATIONAL EDUCATION

No. R. 1987

5 November 1971

DEPARTMENT OF NATIONAL EDUCATION UNIVERSITIES ACT, 1955

UNIVERSITY OF STELLENBOSCH.—AMENDMENT OF STATUTE

The Minister of National Education has, under and by virtue of the powers vested in him by section 17 (2) of the Universities Act, 1955 (Act 61 of 1955), approved the following amendments to the Statute of the University of Stellenbosch, published under Government Notice R. 387 of 11 August 1961, as amended by Government Notices R. 748 of 18 May 1962, R. 1597 of 28 September 1962, R. 1896 of 6 December 1963, R. 1440 of 18 September 1964, R. 719 of 3 May 1968 and R. 900 of 12 June 1970:

1. The following paragraph is substituted for paragraph 48:

"DESIGNATION OF DEGREES

48. Subject to the provisions of this Statute, the University may confer the following degrees:

<i>Degrees</i>	<i>Denoted by the letters</i>
(a) In the Faculty of Arts—	
(i) in Arts:	
Bachelor of Arts.....	B.A.
Honours Bachelor of Arts.....	B.A. (Hons.)
Master of Arts.....	M.A.
Doctor of Literature.....	D.Litt.
Doctor of Philosophy.....	D.Phil.
(ii) in Social Work:	
Bachelor of Arts in Social Work.....	B.A. in Social Work
Honours Bachelor of Arts in Social Work.....	B.A. (Hons.) in Social Work
Master of Arts in Social Work.....	M.A. in Social Work
(iii) in Music:	
Bachelor of Music.....	B.Mus.
Honours Bachelor of Music.....	B.Mus. (Hons.)
Master of Music.....	M.Mus.
Doctor of Music.....	D.Mus.

(2) Die woordskrywing van "graad II-werknemer, vrou," word hierby gewysig deur die volgende woorde by items (16) te voeg:

"hakies en balkies bo aan die gulpe van broeke en die verlengklappe van broeke werk".

(3) Die woordskrywing van "graad II-werknemer, vrou," word hierby verder gewysig deur die volgende item by te voeg:

"(45) leerkerwer, d.w.s. 'n werknemer wat 'n leerkerfmasjien bedien wat die dikte van leer verminder".

2. KLOUSULE 15.—JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

Klousule 15 (1) (ii) van die Hoofooreenkoms word hierby gewysig deur die woorde "op 15 Desember van 'n bepaalde jaar" te skrap en hulle te vervang deur die woorde "op die sluitingsdatum van die bedryfsinrigting vir die voorgeskrewe jaarlikse verloftydperk".

Op hede die 24ste dag van Junie 1971 namens die partye in Kaapstad onderteken.

L. H. BARRETT, Voorsitter van die Raad.

L. A. PETERSEN, Ondervoorsitter van die Raad.

G. J. NEL, Sekretaris van die Raad.

DEPARTEMENT VAN NASIONALE OPVOEDING

No. R. 1987

5 November 1971

DEPARTEMENT VAN NASIONALE OPVOEDING WET OP UNIVERSITEITE, 1955

UNIVERSITEIT VAN STELLENBOSCH.—WYSIGING VAN STATUUT

Kragtens die bevoegdheid hom verleen by artikel 17 (2) van die Wet op Universiteite, 1955 (Wet 61 van 1955), het die Minister van Nasionale Opvoeding sy goedkeuring geheg aan onderstaande wysigings van die Statuut van die Universiteit van Stellenbosch, afgekondig by Goewermmentskennisgewing R. 387 van 11 Augustus 1961, soos gewysig by Goewermmentskennisgewings R. 748 van 18 Mei 1962, R. 1597 van 28 September 1962, R. 1896 van 6 Desember 1963, R. 1440 van 18 September 1964, R. 719 van 3 Mei 1968 en R. 900 van 12 Junie 1970:

1. Paragraaf 48 word deur onderstaande paragraaf vervang:

"NAME VAN GRADE

48. Behoudens die bepalings van hierdie Statuut, kan die Universiteit onderstaande grade toeken:

<i>Grade</i>	<i>Aangedui deur die letters</i>
(a) In die Fakulteit van Lettere en Wysbegeerte—	
(i) in die Lettere en Wysbegeerte:	
Baccalaureus in die Lettere en Wysbegeerte.....	B.A.
Honneurs-Baccalaureus in die Lettere en Wysbegeerte.....	Hons.-B.A.
Magister in die Lettere en Wysbegeerte.....	M.A.
Doktor in die Lettere.....	D.Litt.
Doktor in die Wysbegeerte.....	D.Phil.
(ii) in Maatskaplike Werk:	
Baccalaureus in die Lettere en Wysbegeerte in Maatskaplike Werk.....	B.A. in Maatsk. Werk
Honneurs-Baccalaureus in die Lettere en Wysbegeerte in Maatskaplike Werk.....	Hons.-B.A. in Maatsk. Werk
Magister in die Lettere en Wysbegeerte in Maatskaplike Werk.....	M.A. in Maatsk. Werk
(iii) in die Musiek:	
Baccalaureus in die Musiek.....	B.Mus.
Honneurs-Baccalaureus in die Musiek.....	Hons.-B.Mus.
Magister in die Musiek.....	M.Mus.
Doktor in die Musiek.....	D.Mus.

Degrees	Denoted by the letters	Grade	Aangedui deur die letters
(iv) in Drama:			
Bachelor of Drama.....	B.Dram.	Baccalaureus in die Drama.....	B.Dram.
Honours Bachelor of Drama.....	B.Dram. (Hons.)	Honneurs-Baccalaureus in die Drama..	Hons.-B.Dram.
Master of Drama.....	M.Dram.	Magister in die Drama.....	M.Dram.
(v) in Fine Arts:			
Bachelor of Arts in Fine Arts.....	B.A. in Fine Arts	Baccalaureus in die Lettere en Wysbegeerte in Beeldende Kunste.....	B.A. in Beeldende Kunste
Honours Bachelor of Arts in Fine Arts	B.A. (Hons.) in Fine Arts	Honneurs-Baccalaureus in die Lettere en Wysbegeerte in Beeldende Kunste	Hons.-B.A. in Beeldende Kunste
Master of Arts in Fine Arts.....	M.A. in Fine Arts	Magister in die Lettere en Wysbegeerte in Beeldende Kunste	M.A. in Beeldende Kunste
(vi) in Librarianship:			
Bachelor of Arts in Librarianship.....	B.A. Lib.	(vi) in die Biblioteekkunde:	
Honours Bachelor of Arts in Librarianship.....	B.A. (Hons.) Lib.	Baccalaureus in die Lettere en Wysbegeerte in Biblioteekkunde.....	B.A. Bibl.
Master of Arts in Librarianship.....	M.A. Lib.	Honneurs-Baccalaureus in die Lettere en Wysbegeerte in Biblioteekkunde...	Hons.-B.A. Bibl.
(vii) in Town and Regional Planning:		Magister in die Lettere en Wysbegeerte in Biblioteekkunde.....	M.A. Bibl.
Master of Town and Regional Planning	M. (T. and R.P.)	(vii) in Stads- en Streekbepalling:	
(b) In the Faculty of Science—		Magister in Stads- en Streekbepalling.	M. (S. en S)
(i) in Science:			
Bachelor of Science.....	B.Sc.	(b) In die Fakulteit van Natuurwetenskappe—	
Honours Bachelor of Science.....	B.Sc. (Hons.)	(i) in die Natuurwetenskappe:	
Master of Science.....	M.Sc.	Baccalaureus in die Natuurwetenskappe	B.Sc.
Doctor of Philosophy.....	Ph.D.	Honneurs-Baccalaureus in die Natuurwetenskappe.....	Hons.-B.Sc.
Doctor of Science.....	D.Sc.	Magister in die Natuurwetenskappe....	M.Sc.
(ii) in Home Economics:		Doktor in die Wysbegeerte.....	Ph.D.
Bachelor of Science in Home Economics	B.Sc. in Home Economics	Doktor in die Natuurwetenskappe.....	D.Sc.
Bachelor of Home Economics.....	B. Home Economics	(ii) in Huishoudkunde:	
Honours Bachelor of Science in Home Economics.....	B.Sc. (Hons.) in Home Economics	Baccalaureus in die Natuurwetenskappe in Huishoudkunde.....	B.Sc. in Huish.
Honours Bachelor of Home Economics	B. (Hons.) Home Economics	Baccalaureus in die Huishoudkunde....	B.Huish.
Master of Science in Home Economics	M.Sc. in Home Economics	Honneurs-Baccalaureus in die Natuurwetenskappe in Huishoudkunde....	Hons.-B.Sc. in Huish.
Master of Home Economics.....	M. Home Economics	Honneurs-Baccalaureus in die Huishoudkunde.....	Hons.-B.Huish.
Doctor of Philosophy (Home Economics).....	Ph.D. (Home Economics)	Magister in die Natuurwetenskappe in Huishoudkunde.....	M.Sc. in Huish.
Doctor of Science in Home Economics	D.Sc. in Home Economics	Magister in die Huishoudkunde.....	M.Huish.
(c) In the Faculty of Education—		Doktor in die Wysbegeerte (Huishoudkunde).....	Ph.D. (Huish.)
(i) in Education:		Doktor in die Natuurwetenskappe in Huishoudkunde.....	D.Sc. in Huish.
Bachelor of Education.....	B.Ed.	(c) In die Fakulteit van Opvoedkunde—	
Master of Education.....	M.Ed.	(i) in die Opvoedkunde:	
Doctor of Education.....	D.Ed.	Baccalaureus in die Opvoedkunde.....	B.Ed.
(ii) in Physical Education:		Magister in die Opvoedkunde.....	M.Ed.
Honours Bachelor of Physical Education	B. (Hons.) Phys. Ed.	Doktor in die Opvoedkunde.....	D.Ed.
Master of Physical Education.....	M. Phys. Ed.	(ii) in die Liggaamlike Opvoedkunde:	
Doctor of Philosophy (Physical Education).....	Ph.D. (Phys. Ed.)	Honneurs-Baccalaureus in die Liggaamlike Opvoedkunde.....	Hons.-B. in Ligg Opv.
(d) In the Faculty of Agriculture—		Magister in die Liggaamlike Opvoedkunde.....	M. in Ligg. Opv.
(i) in Agriculture:		Doktor in die Wysbegeerte (Liggaamlike Opvoedkunde).....	Ph.D. (Ligg. Opv.)
Bachelor of Science in Agriculture.....	B.Sc. in Agriculture	(d) In die Fakulteit van Landbou—	
Honours Bachelor of Science in Agriculture.....	B.Sc. (Hons.) in Agriculture	(i) in Landbou:	
Master of Science in Agriculture.....	M.Sc. in Agriculture	Baccalaureus in die Natuurwetenskappe in Landbou.....	B.Sc. in Landbou
Doctor of Philosophy (Agriculture)....	Ph.D. (Agriculture)	Honneurs-Baccalaureus in die Natuurwetenskappe in Landbou.....	Hons.-B.Sc. in Landbou
Doctor of Science in Agriculture.....	D.Sc. in Agriculture	Magister in die Natuurwetenskappe in Landbou.....	M.Sc. in Landbou
		Doktor in die Wysbegeerte (Landbou)	Ph.D. (Landbou)
		Doktor in die Natuurwetenskappe in Landbou.....	D.Sc. in Landbou

<i>Degrees</i>	<i>Denoted by the letters</i>	<i>Grade</i>	<i>Aangedui deur die letters</i>
(ii) in Food Science:			
Bachelor of Science in Food Science....	B.Sc. in Food Science	Baccalaureus in die Natuurwetenskappe in Voedselwetenskap.....	B.Sc. in Voedselwet.
Honours Bachelor of Science in Food Science.....	B.Sc. (Hons.) in Food Science	Honneurs-Baccalaureus in die Natuurwetenskappe in Voedselwetenskap....	Hons.-B.Sc. in Voedselwet.
Master of Science in Food Science.....	M.Sc. in Food Science	Magister in die Natuurwetenskappe in Voedselwetenskap.....	M.Sc. in Voedselwet.
Doctor of Philosophy (Food Science)....	Ph.D. (Food Science)	Doktor in die Wysbegeerte (Voedselwetenskap).....	Ph.D. (Voedselwet.)
Doctor of Science in Food Science.....	D.Sc. in Food Science	Doktor in die Natuurwetenskappe in Voedselwetenskap.....	D.Sc. in Voedselwet.
(iii) in Agricultural Education:			
Bachelor of Agricultural Education....	B. Agricultural Education	(iii) in Landbou-onderwys:	
		Baccalaureus in Landbou-onderwys....	B. Landbou-onderwys
(iv) in Agricultural Management:			
Bachelor of Agricultural Management	B. Agricultural Management	(iv) in Landboubestuur:	
		Baccalaureus in Landboubestuur.....	B. Landboubestuur
(e) In the Faculty of Law—			
Bachelor of Laws.....	LL.B.	(e) In die Fakulteit van Regsgeleerdheid—	
Doctor of Laws.....	LL.D.	Baccalaureus in die Regsgeleerdheid.....	LL.B.
		Doktor in die Regsgeleerdheid.....	LL.B.
(f) In the Faculty of Theology—			
Bachelor of Theology.....	B.Th.	(f) In die Fakulteit van Teologie—	
Master of Theology.....	M.Th.	Baccalaureus in die Teologie.....	B.Th.
Doctor of Theology.....	D.Th.	Magister in die Teologie.....	M.Th.
		Doktor in die Teologie.....	D.Th.
(g) In the Faculty of Commerce and Administration—			
(i) in Commerce:			
Bachelor of Commerce.....	B.Comm.	Baccalaureus in die Handelswetenskappe.....	B.Comm.
Honours Bachelor of Commerce.....	B.Comm. (Hons.)	Honneurs-Baccalaureus in die Handelswetenskappe.....	Hons.-B.Comm.
Master of Commerce.....	M.Comm.	Magister in die Handelswetenskappe...	M.Comm.
Doctor of Commerce.....	D.Comm.	Doktor in die Handelswetenskappe....	D.Comm.
(ii) in Administration:			
Bachelor of Administration.....	B.Admin.	(ii) in Administrasie:	
Honours Bachelor of Administration...	B.Admin. (Hons.)	Baccalaureus in Administrasie.....	B.Admin.
Master of Administration.....	M.Admin.	Honneurs-Baccalaureus in Administrasie.....	Hons.-B.Admin.
Doctor of Administration.....	D.Admin.	Magister in Administrasie.....	M.Admin.
		Doktor in Administrasie.....	D.Admin.
(iii) in Economic Sciences:			
Bachelor of Economic Sciences.....	B.Econ.	(iii) in die Ekonomiese Wetenskappe:	
Honours Bachelor of Economic Sciences	B.Econ. (Hons.)	Baccalaureus in die Ekonomiese Wetenskappe.....	B.Econ.
Master of Economic Sciences.....	M.Econ.	Honneurs-Baccalaureus in die Ekonomiese Wetenskappe.....	Hons.-B.Econ.
Doctor of Economic Sciences.....	D.Econ.	Magister in die Ekonomiese Wetenskappe.....	M.Econ.
		Doktor in die Ekonomiese Wetenskappe	D.Econ.
(iv) in Business Management and Administration:			
Honours Bachelor of Business Management and Administration.....	B.Hons. (B. and A.)	(iv) in Besigheidsbestuur en -administrasie:	
Master of Business Management and Administration.....	M. (B. and A.)	Honneurs-Baccalaureus in Besigheidsbestuur en -administrasie.....	Hons.-B. (B. en A.)
Doctor of Business Management and Administration.....	D. (B. and A.)	Magister in Besigheidsbestuur en -administrasie.....	M. (B. en A.)
		Doktor in Besigheidsbestuur en -administrasie.....	D. (B. en A.)
(v) in Public Administration:			
Master of Public Administration.....	M.P.A.	(v) in Publieke Administrasie:	
Doctor of Public Administration.....	D.P.A.	Magister in Publieke Administrasie....	M.P.A.
		Doktor in Publieke Administrasie.....	D.P.A.
(h) In the Faculty of Engineering—			
Bachelor of Engineering.....	B.Eng.	(h) In die Fakulteit van Ingenieurswese—	
Master of Engineering.....	M.Eng.	Baccalaureus in die Ingenieurswese....	B.Eng.
Doctor of Philosophy (Engineering)....	Ph.D. (Eng.)	Magister in die Ingenieurswese.....	M.Eng.
Doctor of Engineering.....	D.Eng.	Doktor in die Wysbegeerte (Ingenieurswese).....	Ph.D. (Ing.)
		Doktor in die Ingenieurswese.....	D.Eng.
(i) In the Faculty of Medicine—			
(i) in Medicine:			
Bachelor of Medicine and Bachelor of Surgery.....	M.B., Ch.B.	Baccalaureus in die Geneeskunde en Baccalaureus in die Snykunde.....	M.B., Ch.B.
Master of Medicine.....	M.Med.	Magister in die Geneeskunde.....	M.Med.
Doctor of Philosophy (Medicine)....	Ph.D. (Med.)	Doktor in die Wysbegeerte (Geneeskunde).....	Ph.D. (Med.)
Doctor of Medicine.....	M.D.	Doktor in die Geneeskunde.....	M.D.
Honours Bachelor of Science in Medical Sciences.....	B.Sc. (Hons.) in Medical Sciences	Honneurs-Baccalaureus in die Natuurwetenskappe in Geneeskundige Wetenskappe.....	Hons.-B.Sc. in Geneesk. Wet.

<i>Degrees</i>	<i>Denoted by the letters</i>	<i>Grade</i>	<i>Aangedui deur die letters</i>
Master of Science in Medical Sciences..	M.Sc. in Medical Sciences	Magister in die Natuurwetenskappe in Geneeskundige Wetenskappe.....	M.Sc. in Geneesk. Wet.
Doctor of Philosophy in Medical Sciences.....	Ph.D. in Medical Sciences	Doktor in die Wysbegeerte in Geneeskundige Wetenskappe.....	Ph.D. in Geneesk. Wet.
Doctor of Science in Medical Sciences...	D.Sc. in Medical Sciences	Doktor in die Natuurwetenskappe in Geneeskundige Wetenskappe.....	D.Sc. in Geneesk. Wet.
Doctor of Science (Medicine).....	D.Sc. (Med.)	Doktor in die Natuurwetenskappe (Geneeskunde).....	D.Sc. (Med.)
(ii) in Occupational Therapy:		(ii) in Arbeidsterapie:	
Bachelor of Occupational Therapy.....	B. Occupational Therapy	Baccalaureus in Arbeidsterapie.....	B.Arbeidsterapie
(iii) in Physiotherapy:		(iii) in Fisioterapie:	
Bachelor of Science in Physiotherapy..	B.Sc. in Physiotherapy	Baccalaureus in die Natuurwetenskappe in Fisioterapie.....	B.Sc. in Fisioterapie
(iv) in Nursing:		(iv) in die Verpleegkunde:	
Bachelor of Nursing.....	B.Nursing	Baccalaureus in die Verpleegkunde....	B.Verpleegkunde
Honours Bachelor of Nursing.....	B. (Hons.) Nursing	Honneurs-Baccalaureus in die Verpleegkunde.....	Hons.-B. Verpleegkunde
Master of Nursing.....	M.Nursing	Magister in die Verpleegkunde.....	M. Verpleegkunde
(j) In the Faculty of Forestry—		(j) In die Fakulteit van Bosbou—	
(i) in Forestry:		(i) in Bosbou:	
Bachelor of Science in Forestry.....	B.Sc. in Forestry	Baccalaureus in die Natuurwetenskappe in Bosbou.....	B.Sc. in Bosbou
Honours Bachelor of Science in Forestry	B.Sc. (Hons.) in Forestry	Honneurs-Baccalaureus in die Natuurwetenskappe in Bosbou.....	Hons.-B.Sc. in Bosbou
Master of Science in Forestry.....	M.Sc. in Forestry	Magister in die Natuurwetenskappe in Bosbou.....	M.Sc. in Bosbou
Doctor of Philosophy (Forestry).....	Ph.D. (Forestry)	Doktor in die Wysbegeerte (Bosbou)...	Ph.D. (Bosbou)
Doctor of Science in Forestry.....	D.Sc. in Forestry	Doktor in die Natuurwetenskappe in Bosbou.....	D.Sc. in Bosbou
(ii) in Wood Science:		(ii) in Houtkunde:	
Bachelor of Science in Wood Science..	B.Sc. in Wood Science	Baccalaureus in die Natuurwetenskappe in Houtkunde.....	B.Sc. in Houtkunde
Honours Bachelor of Science in Wood Science.....	B.Sc. (Hons.) in Wood Science	Honneurs-Baccalaureus in die Natuurwetenskappe in Houtkunde.....	Hons.-B.Sc. in Houtkunde
Master of Science in Wood Science....	M.Sc. in Wood Science	Magister in die Natuurwetenskappe in Houtkunde.....	M.Sc. in Houtkunde
Doctor of Philosophy (Wood Science)..	Ph.D. (Wood Science)	Doktor in die Wysbegeerte (Houtkunde)	Ph.D. (Houtkunde)
Doctor of Science in Wood Science....	D.Sc. in Wood Science	Doktor in die Natuurwetenskappe in Houtkunde.....	D.Sc. in Houtkunde
(iii) in Nature Conservation:		(iii) in Natuurbewaring:	
Master of Science in Nature Conservation.....	M.Sc. in Nature Conservation	Magister in die Natuurwetenskappe in Natuurbewaring.....	M.Sc. in Natuurbewaring
Doctor of Philosophy (Nature Conservation).....	Ph.D. (Nature Conservation)	Doktor in die Wysbegeerte (Natuurbewaring).....	Ph.D. (Natuurbewaring)
Doctor of Science in Nature Conservation.....	D.Sc. in Nature Conservation	Doktor in die Natuurwetenskappe in Natuurbewaring.....	D.Sc. in Natuurbewaring
(iv) in Park and Recreation Administration:		(iv) in Parke- en Ontspanningsadministrasie:	
Bachelor of Park and Recreation Administration.....	B. Park and Recreation Admin.	Baccalaureus in Parke- en Ontspanningsadministrasie.....	B. in Parke- en Ontspanningsadministrasie
(k) In the Faculty of Military Science—		(k) In die Fakulteit van Krygskunde—	
Bachelor of Military Science.....	B.Mil.	Baccalaureus in die Krygskunde.....	B.Mil.
Honours Bachelor of Military Science....	B.Mil. (Hons.)	Honneurs-Baccalaureus in die Krygskunde	Hons.-B.Mil.
Master of Military Science.....	M.Mil.	Magister in die Krygskunde.....	M.Mil.
Doctor of Military Science.....	D.Mil.	Doktor in die Krygskunde.....	D.Mil.
(l) In the Faculty of Dentistry—		(l) In die Fakulteit van Tandheelkunde—	
Bachelor of Dentistry.....	B.Ch.D.	Baccalaureus in die Tandheelkunde.....	B.Ch.D.
Master of Dentistry.....	M.Ch.D.	Magister in die Tandheelkunde.....	M.Ch.D.
Doctor of Dentistry.....	D.Ch.D.	Doktor in die Tandheelkunde.....	D.Ch.D.
Doctor of Philosophy (Odontology)....	Ph.D. (Odont.)"	Doktor in die Wysbegeerte (Odontologie)	Ph.D. (Odont.)"

2. The following paragraph is substituted for paragraph 49:

"ADMISSION TO DEGREES BY EXAMINATION

Bachelor's Degree

49. Save as may be otherwise provided by this Statute or the joint statute of the universities, no person shall be admitted to a bachelor's degree unless he has completed,

2. Paragraaf 49 word deur onderstaande paragraaf vervang:

"TOELATING TOT GRADE DEUR EKSAMENS

Baccalaureusgraad

49. Behoudens andersluidende bepalings van hierdie Statuut of die gemeenskaplike statuut van die universiteite, word niemand tot 'n baccalaureusgraad toegelaat nie,

subsequent to his first registration as a matriculated student of the University, the undermentioned minimum period of attendance required for such degree:

Degree	Minimum period of attendance required
(a) In the Faculty of Arts:	
Bachelor of Arts.....	3 years
Bachelor of Arts in Social Work.....	3 years
Bachelor of Music.....	4 years
Bachelor of Drama.....	3 years
Bachelor of Arts in Fine Arts.....	4 years
Bachelor of Arts in Librarianship.....	4 years
(b) In the Faculty of Science:	
Bachelor of Science.....	3 years
Bachelor of Science in Home Economics...	4 years
Bachelor of Home Economics.....	4 years
(c) In the Faculty of Education:	
Bachelor of Education.....	5 years
(d) In the Faculty of Agriculture:	
Bachelor of Science in Agriculture.....	4 years
Bachelor of Science in Food Science.....	4 years
Bachelor of Agricultural Education.....	4 years
Bachelor of Agricultural Management.....	3 years
(e) In the Faculty of Law:	
Bachelor of Laws.....	5 years
(f) In the Faculty of Theology:	
Bachelor of Theology.....	6 years
(g) In the Faculty of Commerce and Administration:	
Bachelor of Commerce.....	3 years
Bachelor of Administration.....	3 years
Bachelor of Economic Sciences.....	3 years
(h) In the Faculty of Engineering:	
Bachelor of Engineering.....	5 years
(i) In the Faculty of Medicine:	
Bachelor of Medicine and Bachelor of Surgery.....	6 years
Bachelor of Occupational Therapy.....	4 years
Bachelor of Science in Physiotherapy.....	4 years
Bachelor of Nursing.....	4 years
(j) In the Faculty of Forestry:	
Bachelor of Science in Forestry.....	4 years
Bachelor of Science in Wood Science.....	4 years
Bachelor of Park and Recreation Administration.....	4 years
(k) In the Faculty of Military Science:	
Bachelor of Military Science.....	3 years
(l) In the Faculty of Dentistry:	
Bachelor of Dentistry.....	5½ years

Provided that—

(1) for admission to the degree of Bachelor of Education, a candidate—

(i) shall have been admitted, not less than two years before the completion of the aforesaid period of attendance, to the degree of Bachelor of Arts or of Science or to any other degree accepted by the Senate as equivalent thereto; or

(ii) shall have obtained, not less than one year before the completion of the aforesaid period of attendance, the degree of Bachelor of Arts or Science or any other degree accepted by the Senate as equivalent thereto, and also an approved diploma or certificate in education;

tensy hy ná sy eerste inskrywing as 'n gematrikuleerde student van die Universiteit die minimum tydperk van bywoning wat vir die betrokke graad vereis word, soos hieronder aangedui, voltooi het:

Graad	Minimum tydperk van bywoning vereis
(a) In die Fakulteit van Lettere en Wysbegeerte:	
Baccalaureus in die Lettere en Wysbegeerte	3 jaar
Baccalaureus in die Lettere en Wysbegeerte in Maatskaplike Werk.....	3 jaar
Baccalaureus in die Musiek.....	4 jaar
Baccalaureus in die Drama.....	3 jaar
Baccalaureus in die Lettere en Wysbegeerte in Beeldende Kunste.....	4 jaar
Baccalaureus in die Lettere en Wysbegeerte in Biblioteekkunde.....	4 jaar
(b) In die Fakulteit van Natuurwetenskappe:	
Baccalaureus in die Natuurwetenskappe...	3 jaar
Baccalaureus in die Natuurwetenskappe in Huishoudkunde.....	4 jaar
Baccalaureus in die Huishoudkunde.....	4 jaar
(c) In die Fakulteit van Opvoedkunde:	
Baccalaureus in die Opvoedkunde.....	5 jaar
(d) In die Fakulteit van Landbou:	
Baccalaureus in die Natuurwetenskappe in Landbou.....	4 jaar
Baccalaureus in die Natuurwetenskappe in Voedselwetenskap.....	4 jaar
Baccalaureus in Landbou-onderwys.....	4 jaar
Baccalaureus in Landboubestuur.....	3 jaar
(e) In die Fakulteit van Regsgeleerdheid:	
Baccalaureus in die Regsgeleerdheid.....	5 jaar
(f) In die Fakulteit van Teologie:	
Baccalaureus in die Teologie.....	6 jaar
(g) In die Fakulteit van Handel en Administrasie:	
Baccalaureus in die Handelwetenskappe...	3 jaar
Baccalaureus in Administrasie.....	3 jaar
Baccalaureus in die Ekonomiese Wetenskappe.....	3 jaar
(h) In die Fakulteit van Ingenieurswese:	
Baccalaureus in die Ingenieurswese.....	5 jaar
(i) In die Fakulteit van Geneeskunde:	
Baccalaureus in die Geneeskunde en Baccalaureus in die Snykunde.....	6 jaar
Baccalaureus in Arbeidsterapie.....	4 jaar
Baccalaureus in die Natuurwetenskappe in Fisioterapie.....	4 jaar
Baccalaureus in die Verpleegkunde.....	4 jaar
(j) In die Fakulteit van Bosbou:	
Baccalaureus in die Natuurwetenskappe in Bosbou.....	4 jaar
Baccalaureus in die Natuurwetenskappe in Houtkunde.....	4 jaar
Baccalaureus in Parke- en Ontspanningsadministrasie.....	4 jaar
(k) In die Fakulteit van Krygskunde:	
Baccalaureus in die Krygskunde.....	3 jaar
(l) In die Fakulteit van Tandheelkunde:	
Baccalaureus in die Tandheelkunde.....	5½ jaar

Met dien verstande dat—

(1) vir toelating tot die graad Baccalaureus in die Opvoedkunde, 'n kandidaat—

(i) minstens twee jaar vóór die voltooiing van voormelde tydperk van bywoning tot die graad Baccalaureus in die Lettere en Wysbegeerte of die Natuurwetenskappe of tot 'n ander graad wat deur die Senaat as gelykwaardig daarmee aanvaar is, toegelaat is; of

(ii) minstens een jaar vóór die voltooiing van voormelde tydperk van bywoning die graad Baccalaureus in die Lettere en Wysbegeerte of die Natuurwetenskappe of 'n ander graad wat deur die Senaat as gelykwaardig daarmee aanvaar is, asook 'n goedgekeurde diploma of sertifikaat in die opvoedkunde, behaal het;

(2) for admission to the degree of Bachelor of Laws a candidate shall have been admitted, not less than two years before the completion of the aforesaid period of attendance, to the degree of Bachelor of Arts or of Science or to any other degree accepted by the Senate as equivalent thereto;

(3) for admission to the degree of Bachelor of Theology, a candidate shall have been admitted, not less than three years before the completion of the aforesaid period of attendance, to the degree of Bachelor of Arts or of Science or to any other degree accepted by the Senate as equivalent thereto."

3. The following paragraph is substituted for paragraph 51:

"Master's Degree"

51. Save as may be otherwise provided by this Statute no person shall be admitted to a master's degree—

(a) in the Faculty of Arts, Science, Agriculture, Commerce and Administration, Forestry or Military Science, unless he has been registered as a student of the University for at least two years after having been admitted to a bachelor's degree approved by the Senate for this purpose, or after having attained in any other way a standard of proficiency in this particular field of study deemed by the Senate to be adequate for this purpose;

(aA) in the Faculty of Education, unless—

(i) in the case of the degree of Master of Education he has been registered as a student of the University for at least one year after having been admitted to the degree of Bachelor of Education approved by the Senate for this purpose, or after having attained in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose, or

(ii) in the case of the degree of Master of Physical Education he has been registered as a student of the University for at least two years after having been admitted to a bachelor's degree approved by the Senate for this purpose, or after having attained in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose;

(b) in the Faculty of Theology, unless he has been registered as a student of the University for at least one year after having been admitted to the degree of Bachelor of Theology approved by the Senate for this purpose, or after having attained in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose;

(c) in the Faculty of Engineering, unless—

(i) he has been registered as a student of the University for at least one year after having been admitted to the degree of Bachelor of Engineering of the University or after having attained in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose; and

(ii) a period of time has elapsed of at least—

(1) six years, including the years of study for the degree of Bachelor of Engineering of the University or for attaining the aforesaid standard of proficiency, subsequent to the commencement of his engineering studies, on condition that during the aforesaid period of

(2) vir toelating tot die graad Baccalaureus in die Regsgeleerdheid, 'n kandidaat minstens twee jaar vóór die voltooiing van voormelde tydperk van bywoning tot die graad Baccalaureus in die Lettere en Wysbegeerte of die Natuurwetenskappe of tot 'n ander graad wat deur die Senaat as gelykwaardig daarmee aanvaar is, toegelaat is; en

(3) vir toelating tot die graad Baccalaureus in die Teologie, 'n kandidaat minstens drie jaar vóór die voltooiing van voormelde tydperk van bywoning tot die graad Baccalaureus in die Lettere en Wysbegeerte of die Natuurwetenskappe of tot 'n ander graad wat deur die Senaat as gelykwaardig daarmee aanvaar is, toegelaat is."

3. Paragraaf 51 word deur onderstaande paragraaf vervang:

"Magistersgraad"

51. Behoudens andersluidende bepalinge van hierdie Statuut word niemand tot 'n magistersgraad toegelaat nie—

(a) in die Fakulteit van Lettere en Wysbegeerte, Natuurwetenskappe, Landbou, Handel en Administrasie, Bosbou of Krygskunde, tensy hy minstens twee jaar lank nadat hy toegelaat is tot 'n baccalaureusgraad wat die Senaat vir dié doel goedgekeur het, of nadat hy op 'n ander wyse 'n standaard van bekwaamheid in sy bepaalde studierigting bereik het wat na die oordeel van die Senaat vir dié doel toereikend is, as student aan die Universiteit ingeskryf was;

(aA) in die Fakulteit van Opvoedkunde, tensy hy—

(i) in die geval van die graad Magister in die Opvoedkunde minstens een jaar lank nadat hy toegelaat is tot die graad Baccalaureus in die Opvoedkunde wat die Senaat vir dié doel goedgekeur het, of nadat hy op 'n ander wyse 'n standaard van bekwaamheid in sy bepaalde studierigting bereik het wat na die oordeel van die Senaat vir dié doel toereikend is, as student aan die Universiteit ingeskryf was; of

(ii) in die geval van die graad Magister in die Liggaamlike Opvoedkunde minstens twee jaar lank nadat hy toegelaat is tot 'n baccalaureusgraad wat die Senaat vir dié doel goedgekeur het, of nadat hy op 'n ander wyse 'n standaard van bekwaamheid in sy bepaalde studierigting bereik het wat na die oordeel van die Senaat vir dié doel toereikend is, as student aan die Universiteit ingeskryf was;

(b) in die Fakulteit van Teologie, tensy hy minstens een jaar lank nadat hy toegelaat is tot die graad Baccalaureus in die Teologie wat die Senaat vir dié doel goedgekeur het, of nadat hy op 'n ander wyse 'n standaard van bekwaamheid in sy bepaalde studierigting bereik het wat na die oordeel van die Senaat vir dié doel toereikend is, as student aan die Universiteit ingeskryf was;

(c) in die Fakulteit van Ingenieurswese, tensy—

(i) hy minstens een jaar lank nadat hy toegelaat is tot die graad Baccalaureus in die Ingenieurswese van die Universiteit of nadat hy op 'n ander wyse 'n standaard van bekwaamheid in sy bepaalde studierigting bereik het wat na die oordeel van die Senaat vir dié doel toereikend is, as student aan die Universiteit ingeskryf was; en

(ii) daar 'n tydperk verloop het van minstens—

(1) ses jaar, insluitende die jare van studie vir die graad Baccalaureus in die Ingenieurswese van die Universiteit of vir die bereiking van genoemde standaard van bekwaamheid, nadat 'n aanvang met die studie in die ingenieurswese gemaak is, op voorwaarde dat hy

six years he has been a full-time student of engineering at the University or any other approved institution and has attained success in each of these years, and provided that he has completed the courses of study prescribed by the University for the degree of Master of Engineering; or

(2) seven years, including the years of successful full-time study for the degree of Bachelor of Engineering of the University or for attaining the aforesaid standard of proficiency, subsequent to the commencement of his engineering studies, on condition that after completion of the aforesaid period of successful full-time study, he has been occupied, to the satisfaction of the University with a full-time programme of work in his particular field of study and that, in addition, he has passed an examination on work which has been specifically prescribed;

(d) in the Faculty of Medicine, unless—

(i) in the case of the degree of Master of Science in Medical Sciences he has been registered as a student of the University for at least two years after having been admitted to a bachelor's degree approved by the Senate for this purpose, or after having attained in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose; or

(ii) in the case of the degree of Master of Nursing he has been registered as a student of the University for at least two years after having been admitted to the degree of Bachelor of Nursing of the University or any other bachelor's degree approved by the Senate for this purpose; or

(iii) in the case of the degree of Master of Medicine at least three or four years (depending on his major subject) have expired subsequent to his first registration for the degree of Master of Medicine of the University, and such registration shall not take place until—

(1) two years have expired subsequent to his admission to the degrees of Bachelor of Medicine and Bachelor of Surgery of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard; and

(2) at least one year has expired subsequent to his registration as a medical practitioner with the South African Medical and Dental Council;

(e) in the Faculty of Dentistry, unless two or three years (depending on his major subject) have expired subsequent to his first registration for the degree of Master of Dentistry of the University, and such registration shall not take place—

(i) until two years have expired subsequent to his admission to the degree of Bachelor of Dentistry of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard; and

(ii) unless he is registered as a dentist with the South African Medical and Dental Council.”

4. The following paragraphs are substituted for paragraph 52:

“Doctor's Degree

52. Save as may be otherwise provided by the Statute, no person shall be admitted to a doctor's degree in the Faculty of Arts, Education, Theology, Commerce and Administration or Military Science, unless he has been registered at the University as a student for a doctor's degree for at least two years subsequent to his admission to a master's degree approved by the Senate for this

gedurende gemelde tydperk van ses jaar voltyds in die ingenieurswese aan die Universiteit of ander erkende inrigting gestudeer het en in elkeen van dié jare suksesvol was, en mits hy die vereiste studiekursusse vir die graad Magister in die Ingenieurswese van die Universiteit voltooi het; of

(2) sewe jaar, insluitende die jare van suksesvolle voltydse studie vir die graad Baccalaureus in die Ingenieurswese van die Universiteit of vir die bereiking van genoemde standaard van bekwaamheid, nadat 'n aanvang met die studie in die ingenieurswese gemaak is, op voorwaarde dat hy, ná voltooiing van gemelde tydperk van suksesvolle voltydse studie, tot tevredenheid van die Universiteit voltyds in sy vakrigting werksaam was en daarbenewens met goeie gevolg eksamen afgelê het oor werk wat spesifiek voorgeskryf is;

(d) in die Fakulteit van Geneeskunde—

(i) in die geval van die graad Magister in die Natuurwetenskappe in Geneeskundige Wetenskappe, tensy hy minstens twee jaar lank nadat hy toegelaat is tot 'n baccalaureusgraad wat die Senaat vir dié doel goedgekeur het, of nadat hy op 'n ander wyse 'n standaard van bekwaamheid in sy bepaalde studierigting bereik het wat na die oordeel van die Senaat vir dié doel toereikend is, as student aan die Universiteit ingeskryf was; of

(ii) in die geval van die graad Magister in Verpleegkunde, tensy hy minstens twee jaar lank nadat hy toegelaat is tot die graad Baccalaureus in Verpleegkunde van die Universiteit of 'n ander baccalaureusgraad wat die Senaat vir dié doel goedgekeur het, as student aan die Universiteit ingeskryf was; of

(iii) in die geval van die graad Magister in die Geneeskunde van die Universiteit, vóór verloop van minstens drie of vier jaar (na gelang van sy hoofvak) ná sy eerste inskrywing vir dié graad nie, en sodanige inskrywing mag nie geskied nie vóór verloop van—

(1) twee jaar nadat hy tot die grade Baccalaureus in die Geneeskunde en Baccalaureus in die Snykunde van die Universiteit toegelaat is, of nadat hy 'n ander graad of kwalifikasie behaal het wat na die oordeel van die Senaat van 'n toereikende standaard is; en

(2) minstens een jaar nadat hy by die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad as geneesheer geregistreer is;

(e) in die Fakulteit van Tandheelkunde vóór verloop van minstens twee of drie jaar (na gelang van sy hoofvak) ná sy eerste inskrywing vir die graad Magister in die Tandheelkunde van die Universiteit, en sodanige inskrywing mag nie geskied—

(i) vóór verloop van twee jaar nadat hy tot die graad Baccalaureus in die Tandheelkunde van die Universiteit toegelaat is, of nadat hy 'n ander graad of kwalifikasie behaal het wat na die oordeel van die Senaat van 'n toereikende standaard is; en

(ii) tensy hy by die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad as tandarts geregistreer is nie.”

4. Paragraaf 52 word deur onderstaande paragrawe vervang:

“Doktorsgraad

52. Behoudens andersluidende bepalings van hierdie Statuut word niemand tot 'n doktorsgraad in die Fakulteit van Lettere en Wysbegeerte, Opvoedkunde, Teologie, Handel en Administrasie of Krygskunde toegelaat nie, tensy hy minstens twee jaar lank nadat hy toegelaat is tot 'n magistersgraad wat die Senaat vir dié doel goedgekeur het, of nadat hy op 'n ander wyse 'n standaard van

purpose, or subsequent to his having attained in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose.

52A. Save as may be otherwise provided by this Statute, no person—

(a) shall be admitted to the degree of Doctor of Philosophy in the Faculty of Science, unless he has been registered at the University as a student for a doctor's degree for at least two years subsequent to his admission to a master's degree approved by the Senate for this purpose, or subsequent to his having attained in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose;

(b) shall be admitted to the degree of Doctor of Science in the Faculty of Science, unless—

(i) he has been registered at the University as a student for a doctor's degree for at least three years subsequent to his admission to the degree of Master of Science of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard, and at least seven years have elapsed subsequent to his admission to the said degree of Master of Science or to any other degree or qualification deemed by the Senate to be of an adequate standard; or

(ii) he has been registered at the University as a student for a doctor's degree for at least one year subsequent to his admission to the degree of Doctor of Philosophy in the Faculty of Science of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard, and at least five years have elapsed subsequent to his admission to the said degree of Doctor of Philosophy or to any other degree or qualification deemed by the Senate to be of an adequate standard;

(c) shall be admitted to the degree of Doctor of Philosophy (Home Economics) in the Faculty of Science, unless he has been registered at the University as a student for this degree for at least two years subsequent to his admission to the degree of Master of Science in Home Economics or the degree of Master of Home Economics of the University, or subsequent to his having attained in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose;

(d) shall be admitted to the degree of Doctor of Science in Home Economics, unless—

(i) he has been registered at the University as a student for a doctor's degree for at least three years subsequent to his admission to the degree of Master of Science in Home Economics of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard, and at least seven years have elapsed subsequent to his admission to the said master's degree or other degree or qualification; or

(ii) he has been registered at the University as a student for a doctor's degree for at least one year subsequent to his admission to the degree of Doctor of Philosophy (Home Economics) in the Faculty of Science of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard, and at least five years have elapsed subsequent to this admission to the said degree of Doctor of Philosophy or other degree or qualification.

bekwaamheid in sy bepaalde studierigting bereik het wat na die oordeel van die Senaat vir dié doel toereikend is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was.

52A. Behoudens andersluidende bepalings van hierdie Statuut word niemand—

(a) tot die graad Doktor in die Wysbegeerte in die Fakulteit van Natuurwetenskappe toegelaat nie, tensy hy minstens twee jaar lank nadat hy toegelaat is tot 'n magistersgraad wat die Senaat vir dié doel goedgekeur het, of nadat hy op 'n ander wyse 'n standaard van bekwaamheid in sy bepaalde studierigting bereik het wat na die oordeel van die Senaat vir dié doel toereikend is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was;

(b) tot die graad Doktor in die Natuurwetenskappe in die Fakulteit van Natuurwetenskappe toegelaat nie, tensy—

(i) hy minstens drie jaar lank nadat hy toegelaat is tot die graad Magister in die Natuurwetenskappe van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was, en daar minstens sewe jaar verloop het nadat hy toegelaat is tot genoemde graad Magister in die Natuurwetenskappe of tot 'n ander graad of 'n kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is; of

(ii) hy minstens een jaar lank nadat hy toegelaat is tot die graad Doktor in die Wysbegeerte in die Fakulteit van Natuurwetenskappe van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was, en daar minstens vyf jaar verloop het nadat hy toegelaat is tot genoemde graad Doktor in die Wysbegeerte of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is;

(c) tot die graad Doktor in die Wysbegeerte (Huishoudkunde) in die Fakulteit van Natuurwetenskappe toegelaat nie, tensy hy minstens twee jaar lank nadat hy toegelaat is tot die graad Magister in die Natuurwetenskappe in Huishoudkunde of die graad Magister in Huishoudkunde van die Universiteit, of nadat hy op 'n ander wyse 'n standaard van bekwaamheid in sy bepaalde studierigting bereik het wat na die oordeel van die Senaat vir dié doel toereikend is, as student vir die Doktorsgraad in die Wysbegeerte (Huishoudkunde) aan die Universiteit ingeskryf was;

(d) tot die graad Doktor in die Natuurwetenskappe in Huishoudkunde toegelaat nie, tensy—

(i) hy minstens drie jaar lank nadat hy toegelaat is tot die graad Magister in die Natuurwetenskappe in Huishoudkunde van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was, en daar minstens sewe jaar verloop het nadat hy toegelaat is tot genoemde magistergraad of ander graad of kwalifikasie; of

(ii) hy minstens een jaar lank nadat hy toegelaat is tot die graad Doktor in die Wysbegeerte (Huishoudkunde) in die Fakulteit van Natuurwetenskappe van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was, en daar minstens vyf jaar verloop het nadat hy toegelaat is tot genoemde graad Doktor in die Wysbegeerte of ander graad of kwalifikasie.

52B. Save as may be otherwise provided by this Statute, no person shall be admitted to the degree of Doctor of Laws in the Faculty of Law, unless he has been registered at the University as a student for a doctor's degree for at least two years subsequent to his admission to a degree of Bachelor of Laws approved by the Senate for this purpose, or to any other degree or qualification deemed by the Senate to be of an adequate standard.

52C. Save as may be otherwise provided by this Statute, no person—

(a) shall be admitted to the degree of Doctor of Philosophy (Agriculture) in the Faculty of Agriculture, unless he has been registered at the University as a student for a doctor's degree for at least two years subsequent to his admission to the degree of Master of Science in Agriculture of the University, or subsequent to his having attained in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose;

(b) shall be admitted to the degree of Doctor of Science in Agriculture in the Faculty of Agriculture, unless—

(i) he has been registered at the University as a student for a doctor's degree for at least one year subsequent to his admission to the degree of Master of Science in Agriculture of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard; and

(ii) at least seven years have elapsed subsequent to his admission to the degree of Master of Science in Agriculture of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard: Provided that only five years need elapse subsequent to his admission to the degree of Doctor of Philosophy (Agriculture) of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard;

(c) shall be admitted to the degree of Doctor of Philosophy (Food Science) in the Faculty of Agriculture, unless he has been registered at the University as a student for a doctor's degree for at least two years subsequent to his admission to the degree of Master of Science in Food Science of the University, or subsequent to his having attained in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose;

(d) shall be admitted to the degree of Doctor of Science in Food Science in the Faculty of Agriculture, unless—

(i) he has been registered at the University as a student for a doctor's degree for at least one year subsequent to his admission to the degree of Master of Science in Food Science of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard; and

(ii) at least seven years have elapsed subsequent to his admission to the degree of Master of Science in Food Science of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard: Provided that only five years need elapse subsequent to his admission to the degree of Doctor of Philosophy (Food Science) of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard.

52B. Behoudens andersluidende bepalings van hierdie Statuut word niemand tot die graad Doktor in die Regsgeleerdheid in die Fakulteit van Regsgeleerdheid toegelaat nie, tensy hy minstens twee jaar lank nadat hy toegelaat is tot 'n graad Baccalaureus in die Regsgeleerdheid wat die Senaat vir dié doel goedgekeur het of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was.

52C. Behoudens andersluidende bepalings van hierdie Statuut word niemand—

(a) tot die graad Doktor in die Wysbegeerte (Landbou) in die Fakulteit van Landbou toegelaat nie, tensy hy minstens twee jaar lank nadat hy toegelaat is tot die graad Magister in die Natuurwetenskappe in Landbou van die Universiteit of nadat hy op 'n ander wyse 'n standaard van bekwaamheid in sy bepaalde studierigting bereik het wat na die oordeel van die Senaat vir dié doel toereikend is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was;

(b) tot die graad Doktor in die Natuurwetenskappe in Landbou in die Fakulteit van Landbou toegelaat nie, tensy—

(i) hy minstens een jaar lank nadat hy toegelaat is tot die graad Magister in die Natuurwetenskappe in Landbou van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was; en

(ii) daar minstens sewe jaar verloop het nadat hy toegelaat is tot die graad Magister in die Natuurwetenskappe in Landbou van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is: Met dien verstande dat daar slegs vyf jaar hoof te verloop nadat hy toegelaat is tot die graad Doktor in die Wysbegeerte (Landbou) van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is;

(c) tot die graad Doktor in die Wysbegeerte (Voedselwetenskap) in die Fakulteit van Landbou toegelaat nie, tensy hy minstens twee jaar lank nadat hy toegelaat is tot die graad Magister in die Natuurwetenskappe in Voedselwetenskap van die Universiteit of nadat hy op 'n ander wyse 'n standaard van bekwaamheid in sy bepaalde studierigting bereik het wat na die oordeel van die Senaat vir dié doel toereikend is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was;

(d) tot die graad Doktor in die Natuurwetenskappe in Voedselwetenskap in die Fakulteit van Landbou toegelaat nie, tensy—

(i) hy minstens een jaar lank nadat hy toegelaat is tot die graad Magister in die Natuurwetenskappe in Voedselwetenskap van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was; en

(ii) daar minstens sewe jaar verloop het nadat hy toegelaat is tot die graad Magister in die Natuurwetenskappe in Voedselwetenskap van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is: Met dien verstande dat daar slegs vyf jaar hoof te verloop nadat hy toegelaat is tot die graad Doktor in die Wysbegeerte (Voedselwetenskap) van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is.

52D. Save as may be otherwise provided by this Statute, no person—

(a) shall be admitted to the degree of Doctor of Philosophy (Engineering) in the Faculty of Engineering, unless—

(i) he has been registered at the University as a student for a doctor's degree for at least two years subsequent to his admission to the degree of Bachelor or Master of Engineering of the University, or subsequent to his having attained in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose; and

(ii) a period of time has elapsed of at least—

(a) nine years, including the years of successful study for the degree of Master of Engineering of the University or for attaining in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose, subsequent to the commencement of his engineering studies, on condition that, after completion of the aforementioned period of successful study, he has been occupied, to the satisfaction of the University, with a full-time programme of work in his particular field of study: Provided that a period of at least three years has elapsed subsequent to his admission to the degree of Master of Engineering of the University, or to his having attained in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose; or

(b) eleven years, including the years of successful full-time study for the degree of Bachelor of Engineering of the University or for attaining in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose, subsequent to the commencement of his engineering studies, on condition that, after completion of the aforementioned period of successful full-time study, he has been occupied, to the satisfaction of the University, with a full-time programme of work in his particular field of study and that, in addition, he has passed an examination on work which has been specifically prescribed;

(b) shall be admitted to the degree of Doctor of Engineering in the Faculty of Engineering, unless—

(i) he has been registered at the University as a student for a doctor's degree for at least one year subsequent to his admission to the degree of Bachelor or Master of Engineering or the degree of Doctor of Philosophy (Engineering) of the University, or subsequent to his having attained in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose; and

(ii) a period of time has elapsed of at least—

(a) eleven years, including the years of successful study for the degree of Master of Engineering or the degree of Doctor of Philosophy (Engineering) of the University or for attaining in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose, subsequent to the commencement of his engineering studies, on condition that, after completion of the aforementioned period of successful study, he has been occupied, to the satisfaction of the University, with a full-time programme of work in his particular field of study: Provided that either at least five years have elapsed subsequent to his admission to the degree of Master of Engineering of the University, or to his having attained in any other way a standard of proficiency in

52D. Behoudens andersluidende bepalings van hierdie Statuut word niemand—

(a) tot die graad Doktor in die Wysbegeerte (Ingenieurswese) in die Fakulteit van Ingenieurswese toegelaat nie, tensy—

(i) hy minstens twee jaar lank nadat hy toegelaat is tot die graad Baccalaureus of Magister in die Ingenieurswese van die Universiteit of nadat hy op 'n ander wyse 'n standaard van bekwaamheid in sy bepaalde studierigting bereik het wat na die oordeel van die Senaat vir dié doel toereikend is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was; en

(ii) daar 'n tydperk verloop het van minstens—

(a) nege jaar, insluitende die jare van suksesvolle studie vir die graad Magister in die Ingenieurswese van die Universiteit of vir die bereiking op 'n ander wyse van 'n standaard van bekwaamheid in sy bepaalde studierigting wat na die oordeel van die Senaat vir dié doel toereikend is, nadat 'n aanvang met die studie in die ingenieurswese gemaak is, op voorwaarde dat hy, ná voltooiing van gemelde tydperk van suksesvolle studie, tot tevredenheid van die Universiteit voltyds in sy vakrigting werksaam was: Met dien verstande dat daar 'n tydperk van minstens drie jaar verloop het nadat hy toegelaat is tot die graad Magister in die Ingenieurswese van die Universiteit of nadat hy op 'n ander wyse 'n standaard van bekwaamheid in sy bepaalde studierigting bereik het wat na die oordeel van die Senaat vir dié doel toereikend is; of

(b) elf jaar, insluitende die jare van suksesvolle voltydse studie vir die graad Baccalaureus in die Ingenieurswese van die Universiteit of vir die bereiking op 'n ander wyse van 'n standaard van bekwaamheid in sy bepaalde studierigting wat na die oordeel van die Senaat vir dié doel toereikend is, nadat 'n aanvang met die studie in die ingenieurswese gemaak is, op voorwaarde dat hy, ná voltooiing van gemelde tydperk van suksesvolle voltydse studie, tot tevredenheid van die Universiteit voltyds in sy vakrigting werksaam was en daarbenewens met goeie gevolg eksamen afgelê het oor werk wat spesifiek voorgeskryf is;

(b) tot die graad Doktor in die Ingenieurswese in die Fakulteit van Ingenieurswese toegelaat nie, tensy—

(i) hy minstens een jaar lank nadat hy toegelaat is tot die graad Baccalaureus of Magister in die Ingenieurswese of die graad Doktor in die Wysbegeerte (Ingenieurswese) van die Universiteit, of nadat hy op 'n ander wyse 'n standaard van bekwaamheid in sy bepaalde studierigting bereik het wat na die oordeel van die Senaat vir dié doel toereikend is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was; en

(ii) daar 'n tydperk verloop het van minstens—

(a) elf jaar, insluitende die jare van suksesvolle studie vir die graad Magister in die Ingenieurswese of die graad Doktor in die Wysbegeerte (Ingenieurswese) van die Universiteit of vir die bereiking op 'n ander wyse van 'n standaard van bekwaamheid in sy bepaalde studierigting wat na die oordeel van die Senaat vir dié doel toereikend is, nadat 'n aanvang met die studie in die ingenieurswese gemaak is, op voorwaarde dat hy, ná voltooiing van gemelde tydperk van suksesvolle studie, tot tevredenheid van die Universiteit voltyds in sy vakrigting werksaam was: Met dien verstande dat daar of 'n tydperk van minstens vyf jaar verloop het nadat hy toegelaat is tot die graad Magister in die Ingenieurswese van die Universiteit of nadat hy op 'n ander wyse 'n standaard van bekwaamheid in sy bepaalde studierigting bereik het wat na die oordeel van

his particular field of study deemed by the Senate to be adequate for this purpose, or that at least two years have elapsed subsequent to his admission to the degree of Doctor of Philosophy (Engineering) of the University, or to his having attained in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose; or

(b) thirteen years, including the years of successful full-time study for the degree of Bachelor of Engineering of the University or for attaining in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose, subsequent to the commencement of his engineering studies, on condition that, after completion of the aforementioned period of successful full-time study, he has been occupied, to the satisfaction of the University, with a full-time programme of work in his particular field of study.

52E. Save as may be otherwise provided by this Statute, no person—

(a) shall be admitted to the degree of Doctor of Philosophy (Medicine) in the Faculty of Medicine, unless—

(i) he has been registered at the University as a student for this degree for at least one year; and

(ii) at least four years have elapsed subsequent to his admission to the degrees of Bachelor of Medicine and Bachelor of Surgery of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard;

(b) shall be admitted to the degree of Doctor of Philosophy in Medical Sciences in the Faculty of Medicine, unless—

(i) he has been registered at the University as a student for this degree for at least one year; and

(ii) at least two years have elapsed subsequent to his admission to the degree of Master of Science of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard;

(c) shall be admitted to the degree of Doctor of Medicine in the Faculty of Medicine, unless—

(i) he has been registered at the University as a student for this degree for at least one year subsequent to his having been registered for at least three years for the degree of Master of Medicine of the University, or after having been exempted from such registration, and subsequent to his having satisfied all the requirements for the degree of Master of Medicine of the University, or to his admission to any other degree or qualification deemed by the Senate to be of an adequate standard; and

(ii) at least five years have elapsed subsequent to his admission to the degrees of Bachelor of Medicine and Bachelor of Surgery of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard;

(d) shall be admitted to the degree of Doctor of Science (Medicine) in the Faculty of Medicine, unless—

(i) he has been a member of the staff of the Faculty of Medicine for at least three years; and

(ii) he has been registered at the University as a student for a doctor's degree for at least three years subsequent to his admission to the degree of Master of Medicine of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard, and at least 10 years have elapsed subsequent to his admission to the said master's degree or other degree or qualification; or

die Senaat vir dié doel toereikend is, of 'n tydperk van minstens twee jaar verloop het nadat hy toegelaat is tot die graad Doktor in die Wysbegeerte (Ingenieurswese) van die Universiteit, of nadat hy op 'n ander wyse 'n standaard van bekwaamheid in sy bepaalde studierigting bereik het wat na die oordeel van die Senaat vir dié doel toereikend is; of

(b) dertien jaar, insluitende die jare van suksesvolle voltydse studie vir die graad Baccalaureus in die Ingenieurswese van die Universiteit of vir die bereiking op 'n ander wyse van 'n standaard van bekwaamheid in sy bepaalde studierigting wat na die oordeel van die Senaat vir dié doel toereikend is, nadat 'n aanvang met die studie in die ingenieurswese gemaak is, op voorwaarde dat hy, ná voltooiing van gemelde tydperk van suksesvolle voltydse studie, tot tevredenheid van die Universiteit voltyds in sy bepaalde vakrigting werksaam was.

52E. Behoudens andersluidende bepalinge van hierdie Statuut word niemand—

(a) tot die graad Doktor in die Wysbegeerte (Geneeskunde) in die Fakulteit van Geneeskunde toegelaat nie, tensy—

(i) hy minstens een jaar lank as student vir hierdie graad aan die Universiteit ingeskryf was; en

(ii) daar minstens vier jaar verloop het nadat hy toegelaat is tot die grade Baccalaureus in die Geneeskunde en Baccalaureus in die Snykunde van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is;

(b) tot die graad Doktor in die Wysbegeerte in Geneeskundige Wetenskappe in die Fakulteit van Geneeskunde toegelaat nie, tensy—

(i) hy minstens een jaar lank as student vir hierdie graad aan die Universiteit ingeskryf was; en

(ii) daar minstens twee jaar verloop het nadat hy toegelaat is tot die graad Magister in die Natuurwetenskappe van die Universiteit, of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is;

(c) tot die graad Doktor in die Geneeskunde in die Fakulteit van Geneeskunde toegelaat nie, tensy—

(i) hy minstens een jaar lank as student vir hierdie graad aan die Universiteit ingeskryf was nadat hy minstens drie jaar lank vir die graad Magister in die Geneeskunde van die Universiteit ingeskryf was, of van sodanige inskrywing vrygestel is, en nadat hy aan al die vereistes vir die graad Magister in die Geneeskunde van die Universiteit voldoen het, of toegelaat is tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is; en

(ii) daar minstens vyf jaar verloop het nadat hy toegelaat is tot die grade Baccalaureus in die Geneeskunde en Baccalaureus in die Snykunde van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is;

(d) tot die graad Doktor in die Natuurwetenskappe (Geneeskunde) in die Fakulteit van Geneeskunde toegelaat nie, tensy—

(i) hy minstens drie jaar lank 'n lid van die personeel van die Fakulteit van Geneeskunde was; en

(ii) hy minstens drie jaar lank nadat hy toegelaat is tot die graad Magister in die Geneeskunde van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was en daar minstens 10 jaar verloop het nadat hy toegelaat is tot genoemde magistersgraad of ander graad of kwalifikasie; of

(iii) he has been registered at the University as a student for a doctor's degree for at least one year subsequent to his admission to the degree of Doctor of Philosophy (Medicine) in the Faculty of Medicine of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard, and at least five years have elapsed subsequent to his admission to the said degree of Doctor of Philosophy or other degree or qualification;

(e) shall be admitted to the degree of Doctor of Science in Medical Sciences in the Faculty of Medicine, unless—

(i) he has been a member of the staff of the Faculty of Medicine for at least three years; and

(ii) he has been registered at the University as a student for a doctor's degree for at least three years subsequent to his admission to the degree of Master of Science in Medical Sciences or Master of Science of the University, or to any other degree or qualification deemed by the Senate to be of an adequate standard, and at least 10 years have elapsed subsequent to his admission to one of the said master's degrees or other degree or qualification; or

(iii) he has been registered at the University as a student for a doctor's degree for at least one year subsequent to his admission to the degree of Doctor of Philosophy in Medical Sciences in the Faculty of Medicine of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard, and at least five years have elapsed subsequent to his admission to the said degree of Doctor of Philosophy or other degree or qualification.

52F. Save as may be otherwise provided by this Statute, no person—

(a) shall be admitted to the degree of Doctor of Philosophy (Forestry) in the Faculty of Forestry, unless he has been registered at the University as a student for a doctor's degree for at least two years subsequent to his admission to the degree of Master of Science in Forestry of the University, or subsequent to his having attained in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose;

(b) shall be admitted to the degree of Doctor of Science in Forestry in the Faculty of Forestry, unless—

(i) he has been registered at the University as a student for a doctor's degree for at least one year subsequent to his admission to the degree of Master of Science in Forestry of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard; and

(ii) at least seven years have elapsed subsequent to his admission to the degree of Master of Science in Forestry of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard, or at least five years have elapsed subsequent to his admission to the degree of Doctor of Philosophy (Forestry) of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard;

(c) shall be admitted to the degree of Doctor of Philosophy (Wood Science) in the Faculty of Forestry, unless he has been registered at the University as a student for a doctor's degree for at least two years subsequent to his admission to the degree of Master of

(iii) hy minstens een jaar lank nadat hy toegelaat is tot die graad Doktor in die Wysbegeerte (Geneeskunde) in die Fakulteit van Geneeskunde van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was, en daar minstens vyf jaar verloop het nadat hy toegelaat is tot genoemde graad Doktor in die Wysbegeerte of ander graad of kwalifikasie;

(e) tot die graad Doktor in die Natuurwetenskappe in Geneeskundige Wetenskappe in die Fakulteit van Geneeskunde toegelaat nie, tensy—

(i) hy minstens drie jaar lank 'n lid van die personeel van die Fakulteit van Geneeskunde was; en

(ii) hy minstens drie jaar lank nadat hy toegelaat is tot die graad Magister in die Natuurwetenskappe, in die Geneeskundige Wetenskappe of Magister in die Natuurwetenskappe van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was, en daar minstens 10 jaar verloop het nadat hy toegelaat is tot genoemde magistersgraad of ander graad of kwalifikasie; of

(iii) hy minstens een jaar lank nadat hy toegelaat is tot die graad Doktor in die Wysbegeerte in Geneeskundige Wetenskappe in die Fakulteit van Geneeskunde van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was en daar minstens vyf jaar verloop het nadat hy toegelaat is tot genoemde graad Doktor in die Wysbegeerte of ander graad of kwalifikasie.

52F. Behoudens andersluidende bepalings van hierdie Statuut word niemand—

(a) tot die graad Doktor in die Wysbegeerte (Bosbou) in die Fakulteit van Bosbou toegelaat nie, tensy hy minstens twee jaar lank nadat hy toegelaat is tot die graad Magister in die Natuurwetenskappe in Bosbou van die Universiteit of nadat hy op 'n ander wyse 'n standaard van bekwaamheid in sy bepaalde studierigting bereik het wat na die oordeel van die Senaat vir dié doel toereikend is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was;

(b) tot die graad Doktor in die Natuurwetenskappe in Bosbou in die Fakulteit van Bosbou toegelaat nie, tensy—

(i) hy minstens een jaar lank nadat hy toegelaat is tot die graad Magister in die Natuurwetenskappe in Bosbou van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was; en

(ii) daar minstens sewe jaar verloop het nadat hy toegelaat is tot die graad Magister in die Natuurwetenskappe in Bosbou van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is; of minstens vyf jaar verloop het nadat hy toegelaat is tot die graad Doktor in die Wysbegeerte (Bosbou) van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is;

(c) tot die graad Doktor in die Wysbegeerte (Houtkunde) in die Fakulteit van Bosbou toegelaat nie, tensy hy minstens twee jaar lank nadat hy toegelaat is tot die graad Magister in die Natuurwetenskappe in Houtkunde van die Universiteit of nadat hy op 'n ander wyse 'n

Science in Wood Science of the University, or subsequent to his having attained in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose;

(d) shall be admitted to the degree of Doctor of Science in Wood Science in the Faculty of Forestry, unless—

(i) he has been registered at the University as a student for a doctor's degree for at least one year subsequent to his admission to the degree of Master of Science in Wood Science of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard; and

(ii) at least seven years have elapsed subsequent to his admission to the degree of Master of Science in Wood Science of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard, or at least five years have elapsed subsequent to his admission to the degree of Doctor of Philosophy (Wood Science) of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard;

(e) shall be admitted to the degree of Doctor of Philosophy (Nature Conservation) in the Faculty of Forestry, unless he has been registered at the University as a student for a doctor's degree for at least two years subsequent to his admission to the degree of Master of Science in Nature Conservation or the degree of Master of Science in Forestry of the University, or subsequent to his having attained in any other way a standard of proficiency in his particular field of study deemed by the Senate to be adequate for this purpose;

(f) shall be admitted to the degree of Doctor of Science in Nature Conservation in the Faculty of Forestry, unless—

(i) he has been registered at the University as a student for a doctor's degree for at least one year subsequent to his admission to the degree of Master of Science in Nature Conservation of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard; and

(ii) at least seven years have elapsed subsequent to his admission to the degree of Master of Science in Nature Conservation of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard, or at least five years have elapsed subsequent to his admission to the degree of Doctor of Philosophy (Nature Conservation) of the University or to any other degree or qualification deemed by the Senate to be of adequate standard.

52G. Save as may be otherwise provided by this Statute, no person—

(a) shall be admitted to the degree of Doctor of Dentistry in the Faculty of Dentistry, unless—

(i) he has been registered at the University as a student for this degree for at least one year subsequent to his having satisfied all the requirements for the degree of Master of Dentistry of the University, or to his admission to any other degree or qualification deemed by the Senate to be of an adequate standard; and

(ii) at least five years have elapsed subsequent to his admission to the degree of Bachelor of Dentistry of the University or any other degree or qualification deemed by the Senate to be of an adequate standard; and

standaard van bekwaamheid in sy bepaalde studierigting bereik het wat na die oordeel van die Senaat vir dié doel toereikend is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was;

(d) tot die graad Doktor in die Natuurwetenskappe in Houtkunde in die Fakulteit van Bosbou toegelaat nie, tensy—

(i) hy minstens een jaar lank nadat hy toegelaat is tot die graad Magister in die Natuurwetenskappe in Houtkunde van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was; en

(ii) daar minstens sewe jaar verloop het nadat hy toegelaat is tot die graad Magister in die Natuurwetenskappe in Houtkunde van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is of minstens vyf jaar verloop het nadat hy toegelaat is tot die graad Doktor in die Wysbegeerte (Houtkunde) van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is;

(e) tot die graad Doktor in die Wysbegeerte (Natuur-bewaring) in die Fakulteit van Bosbou toegelaat nie, tensy hy minstens twee jaar lank nadat hy toegelaat is tot die graad Magister in die Natuurwetenskappe in Natuurbewaring of die graad Magister in die Natuurwetenskappe in Bosbou van die Universiteit of nadat hy op 'n ander wyse 'n standaard van bekwaamheid in sy bepaalde studierigting bereik het wat na die oordeel van die Senaat vir dié doel toereikend is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was;

(f) tot die graad Doktor in die Natuurwetenskappe in Natuurbewaring in die Fakulteit van Bosbou toegelaat nie, tensy—

(i) hy minstens een jaar lank nadat hy toegelaat is tot die graad Magister in die Natuurwetenskappe in Natuurbewaring van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is, as student vir 'n doktorsgraad aan die Universiteit ingeskryf was; en

(ii) daar minstens sewe jaar verloop het nadat hy toegelaat is tot die graad Magister in die Natuurwetenskappe in Natuurbewaring van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is of minstens vyf jaar verloop het nadat hy toegelaat is tot die graad Doktor in die Wysbegeerte (Natuurbewaring) van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is.

52G. Behoudens andersluidende bepalings van hierdie Statuut word niemand—

(a) tot die graad Doktor in die Tandheelkunde in die Fakulteit van Tandheelkunde toegelaat nie, tensy—

(i) hy minstens een jaar lank as student vir hierdie graad aan die Universiteit ingeskryf was nadat hy aan al die vereistes vir die graad Magister in die Tandheelkunde van die Universiteit voldoen het of toegelaat is tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is; en

(ii) daar minstens vyf jaar verloop het nadat hy toegelaat is tot die graad Baccalaureus in die Tandheelkunde van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is;

(b) shall be admitted to the degree of Doctor of Philosophy (Odontology) in the Faculty of Dentistry, unless—

(i) he has been registered at the University as a student for this degree for at least one year; and

(ii) at least four years have elapsed subsequent to his admission to the degree of Bachelor of Dentistry of the University or to any other degree or qualification deemed by the Senate to be of an adequate standard.”.

DEPARTMENT OF BANTU EDUCATION

No. R. 2001

5 November 1971

STATUTE OF THE UNIVERSITY OF FORT HARE

The Minister of Bantu Education has, by virtue of the powers vested in him by section 33 (2) of the University of Fort Hare Act, 1969 (Act 40 of 1969), approved the following Statute of the University of Fort Hare:

STATUTE

CHAPTER I

Definitions

1. In this Statute, unless inconsistent with the context, any expression to which a meaning has been assigned in the Act, has the same meaning, and—

(i) “academic year” means that portion of a calendar year during which instruction is given at the University or any other university institution or at any university outside the Republic or at any other institution considered by the Senate to be equivalent to the University: Provided that a student may be considered to have attended courses for an academic year if he attended the courses for such portions of two or more academic years as may be considered by the Senate to be equivalent to one academic year;

(ii) “the Act” means the University of Fort Hare Act, 1969 (Act 40 of 1969); and

(iii) “Matriculation Board” means the Joint Matriculation Board referred to in section 15 of the University Act, 1955 (Act 61 of 1955).

CHAPTER II

Policy

2. By virtue of its history the University shall have a Christian character.

CHAPTER III

Chancellor

Mode of election

3. (1) Nomination of any candidate for election as Chancellor shall be by letter and shall be signed by at least two members of the Council.

(2) Each nomination shall be accompanied by a document in which the person nominated signifies his willingness to accept nomination.

(3) Nominations shall reach the Secretary of the Council at least 14 days before the date of the election.

(4) On receipt of such nominations the Secretary of the Council shall immediately notify each member of the Council of such nominations.

(5) The Chancellor shall be elected by secret ballot at a meeting of the Council.

(6) The candidate in whose favour a majority of votes of the total number of serving members of the Council is recorded, shall be declared duly elected by the person presiding at the meeting concerned.

(b) tot die graad Doktor in die Wysbegeerte (Odontologie) in die Fakulteit van Tandheelkunde toegelaat nientensy—

(i) hy minstens een jaar lank as student vir hierdie graad aan die Universiteit ingeskryf was; en

(ii) daar minstens vier jaar verloop het nadat hy toegelaat is tot die graad Baccalaureus in die Tandheelkunde van die Universiteit of tot 'n ander graad of kwalifikasie wat na die oordeel van die Senaat van 'n toereikende standaard is.”.

DEPARTEMENT VAN BANTOE-ONDERWYS

No. R. 2001

5 November 1971

STATUUT VAN DIE UNIVERSITEIT VAN FORT HARE

Die Minister van Bantoe-onderwys het kragtens die bevoegdheid hom verleen by artikel 33 (2) van die Wet op die Universiteit van Fort Hare, 1969 (Wet 40 van 1969) onderstaande Statuut van die Universiteit van Fort Hare goedgekeur:

STATUUT

HOOFSTUK I

Woordomskrywing

1. In hierdie Statuut, tensy uit die samehang ander blyk, het 'n uitdrukking waaraan daar in die Wet betekenis geheg is, daardie betekenis en beteken—

(i) “akademiese jaar” dié deel van 'n kalenderjaar waarin aan die Universiteit of 'n ander universiteitsinrigting of aan 'n universiteit buite die Republiek of aan 'n ander instelling wat deur die Senaat as gelykstaande met die Universiteit beskou word, onderrig gegee word: Met die verstande dat daar beskou word dat 'n student vir 'n akademiese jaar kursusse bygewoon het as hy vir gedeelte van twee of meer akademiese jare die tydperke bygewoon het wat die Senaat tesame beskou as gelyk aan 'n akademiese jaar;

(ii) “die Wet” die Wet op die Universiteit van Fort Hare, 1969 (Wet 40 van 1969); en

(iii) “Matrikulasieraad” die Gemeenskaplike Matrikulasieraad in artikel 15 van die Wet op Universiteite, 1955 (Wet 61 van 1955), bedoel.

HOOFSTUK II

Beleid

2. Uit hoofde van sy geskiedenis dra die Universiteit 'n Christelike karakter.

HOOFSTUK III

Kanselier

Wyse van verkiesing

3. (1) Nominasie van 'n kandidaat vir verkiesing as Kanselier moet per brief geskied en moet deur minstens twee lede van die Raad onderteken word.

(2) Elke nominasie moet vergesel gaan van 'n dokument waarin die genomineerde persoon sy gewilligheid tot nominasie te aanvaar, te kenne gee.

(3) Nominasies moet die Sekretaris van die Raad minstens 14 dae voor die datum van die verkiesing bereik.

(4) By ontvangs van sodanige nominasies stel die Sekretaris van die Raad onmiddellik elke lid van die Raad daarvan in kennis.

(5) Die Kanselier word verkies op 'n vergadering van die Raad by wyse van geslote stembrieffies.

(6) Die kandidaat ten gunste van wie 'n meerderheidstemme van die totale aantal dienende lede van die Raad uitgebring is, word deur die persoon wat op die betrokke vergadering voorsit, behoorlik verkose verklaar.

Powers and term of office

4. (1) The Chancellor shall be the titular head of the University and shall, subject to the provisions of the Act, confer all degrees in the name of the University.

(2) The Chancellor shall hold office for a period of seven years, unless before the expiry of such period he resigns or is, at the request of the Council, removed from office by the Minister for a reason which the Minister may deem sufficient.

Vacancy

5. Whenever the office of the Chancellor becomes vacant, the Secretary of the Council shall notify each member of the Council of such vacancy, and the Council shall as soon as possible elect a new Chancellor as prescribed in paragraph 3.

CHAPTER IV

Registrar

6. (1) The Registrar of the University shall be the Secretary of the Council and, unless the Council decides otherwise, he shall also be the Secretary of the Senate.

(2) In the absence of the Registrar the Rector may appoint an assistant registrar of the University to be acting registrar.

CHAPTER V

*The Council**Mode of election: Senate representatives*

7. (1) The election of the two members of the Council by the Senate in terms of section 8 (1) (c) of the Act shall take place at an ordinary meeting of the Senate.

(2) The election shall be held by secret ballot, and no person shall be elected unless, with his consent, he is nominated by two members of the Senate.

(3) A casual vacancy shall be filled *mutatis mutandis* as provided in subparagraphs (1) and (2).

Quorum

8. One-half of the members of the Council shall constitute a quorum.

Meetings

9. (1) Subject to the provisions of paragraph 18 (1), the Secretary of the Council shall, at least 10 days before the date of an ordinary meeting, give notice, in writing, thereof to all members of the Council, setting forth the business to be dealt with.

(2) Notice of business for consideration at an ordinary meeting shall be lodged, in writing, with the Secretary of the Council at least 14 days before the date of the meeting: Provided that a member may raise a matter of an urgent nature at the meeting without previous notice if he obtains the consent of at least two-thirds of the members present.

10. (1) A special meeting may be called by the Chairman whenever he deems it necessary, and shall be called by him when requested to do so in writing by any five members, the object of the meeting being clearly stated in the request.

(2) At least seven days' notice of a special meeting shall be given in writing.

(3) No business other than that for which the meeting was called, shall be transacted at such meeting, except with the consent of the meeting granted on an unopposed motion.

11. The minutes of an ordinary or special meeting shall be read at the next ordinary meeting and, after approval, shall be confirmed by the signature of the Chairman: Provided that the meeting may consider the minutes as read if a copy thereof was previously forwarded to every member.

Bevoegdheid en ampsduur

4. (1) Die Kanselier is die titulêre hoof van die Universiteit en ken, behoudens die bepalings van die Wet, alle grade namens die Universiteit toe.

(2) Die Kanselier beklee sy amp vir 'n termyn van sewe jaar, tensy hy voor die verstryking van dié termyn bedank of op versoek van die Raad deur die Minister van sy amp onthef word om 'n rede wat die Minister voldoende ag.

Vakature

5. Wanneer die amp van Kanselier vakant word, gee die Sekretaris van die Raad aan elke lid van die Raad kennis van sodanige vakature, en verkies die Raad so gou doenlik 'n nuwe Kanselier soos in paragraaf 3 voorgeskryf.

HOOFSTUK IV

Registrateur

6. (1) Die Registrateur van die Universiteit is die Sekretaris van die Raad en, tensy die Raad anders besluit, is hy ook Sekretaris van die Senaat.

(2) In die afwesigheid van die Registrateur kan die Rector 'n assistent-registrateur van die Universiteit as waarnemende registrateur aanwys.

HOOFSTUK V

*Die Raad**Wyse van verkiesing: Senaatsvertegenwoordigers*

7. (1) Die verkiesing van die twee lede van die Raad deur die Senaat kragtens artikel 8 (1) (c) van die Wet vind plaas op 'n gewone vergadering van die Senaat.

(2) Die verkiesing geskied by wyse van geslote stembriefies, en niemand word verkies nie tensy hy met sy toestemming deur twee lede van die Senaat genomineer word.

(3) 'n Toevallige vakature word *mutatis mutandis* gevul soos in subparagrafe (1) en (2) neergelê.

Kworum

8. Die helfte van die lede van die Raad vorm 'n kworum.

Vergaderings

9. (1) Behoudens die bepalings van paragraaf 18 (1), gee die Sekretaris van die Raad minstens tien dae voor die datum van 'n gewone vergadering skriftelik kennis daarvan aan alle lede van die Raad, met vermelding van die sake vir behandeling.

(2) Kennisgewings van sake vir ooreweging op 'n gewone vergadering word minstens 14 dae voor die datum daarvan by die Sekretaris van die Raad skriftelik ingedien: Met dien verstande dat 'n lid 'n saak van dringende aard sonder voorafgaande kennisgewing op die vergadering kan opper, mits hy toestemming daartoe van minstens twee-derdes van die aanwesige lede verkry.

10. (1) Die Voorsitter kan 'n buitengewone vergadering belê wanneer hy dit nodig ag en moet dit doen op die skriftelike versoek van enige vyf lede met duidelike vermelding in hul versoek van die doel van die vergadering.

(2) Minstens sewe dae skriftelike kennis van 'n buitengewone vergadering word gegee.

(3) Behalwe met die toestemming van die vergadering op 'n onbestrede mosie word geen ander sake as dié waarvoor die vergadering belê is, daarop behandel nie.

11. Die notule van 'n gewone of buitengewone vergadering word op die eersvolgende gewone vergadering gelee, en na goedkeuring word dit deur die handtekening van die Voorsitter bekragtig: Met dien verstande dat die vergadering die notule as gelee kan beskou, indien 'n afskrif daarvan voor die tyd aan elke lid gestuur is.

12. (1) All matters shall be decided by a majority of votes of the members present and voting, except as otherwise provided by this Statute.

(2) On every matter the Chairman shall have a deliberative vote and, in the case of an equality of votes, also a casting vote.

13. (1) If the meeting should so decide, voting shall take place by ballot.

(2) Upon the request of any member, the Chairman shall direct that—

(a) the vote of the member concerned; or

(b) the number of votes in favour of and against any motion,

shall be recorded in the minutes.

14. No member shall take part in the discussion on, or shall vote upon, any matter in which he has a direct pecuniary interest, unless he first discloses the nature and extent of his interest and has obtained the consent of the meeting to take part in the discussion and to vote.

15. The ruling of the Chairman on any point of order or procedure shall be binding, unless immediately challenged by a member, in which case it shall be submitted without discussion to the meeting whose decision shall be final.

16. (1) Every motion or amendment shall be seconded and, if so directed by the Chairman, shall be in writing.

(2) No motion may be withdrawn without the consent of the meeting.

17. A member shall not, without the consent of the meeting, speak more than once to a motion or an amendment to such motion: Provided that the mover of the motion or amendment may reply: Provided further that on a motion of order moved by a member, which has been seconded and adopted, the motion or amendment under discussion shall be put without further discussion.

18. (1) No motion to make, amend or rescind a statute shall be valid without at least 14 days' notice in writing.

(2) Such motion shall be set forth in detail in the notice and, unless it is carried by a majority of three-quarters of the members present, it shall be confirmed by a majority of the votes at the next ordinary meeting.

CHAPTER VI

The Advisory Council

Secretary

19. The Rector shall appoint a member of the administrative staff to be the Secretary of the Advisory Council.

Quorum

20. One-half of the members of the Advisory Council shall constitute a quorum.

Meetings

21. (1) The Secretary of the Advisory Council shall, at least 10 days before the date of an ordinary meeting, give notice, in writing, thereof to all members of the Advisory Council, setting forth the business to be dealt with.

(2) Notice of business for consideration at an ordinary meeting shall be lodged, in writing, with the Secretary of the Advisory Council at least 14 days before the date of the meeting: Provided that a member may raise a matter of an urgent nature at the meeting without previous notice if he obtains the consent of at least two-thirds of the members present.

22. (1) A special meeting may be called by the Chairman whenever he deems it necessary, and shall be called by him when requested to do so in writing by any five members, the object of the meeting being clearly stated in the request.

12. (1) Alle sake word deur 'n meerderheid van die aanwesige en stemmende lede beslis, behalwe waar in hierdie Statuut anders bepaal word.

(2) In verband met elke saak het die Voorsitter 'n gewone stem en by staking van stemme ook 'n beslissend stem.

13. (1) Indien die vergadering aldus besluit, word pe stembriefie gestem.

(2) Op versoek van 'n lid gelas die Voorsitter dat—

(a) die stem van die betrokke lid, of

(b) die getal stemme vir en teen 'n mosie, in die notule aangeteken word.

14. Geen lid mag deelneem aan die bespreking van, o stem oor, 'n saak waarin hy direkte geldelike belang he nie, tensy hy eers die aard en omvang van sy belang openbaar en die toestemming van die vergadering verkry het om aan die bespreking deel te neem en te stem.

15. Die uitspraak van die Voorsitter op 'n punt van orde of prosedure is bindend, tensy 'n lid onmiddellik daarteen beswaar maak, en in so 'n geval word dit sonde bespreking aan die finale beslissing van die vergadering onderwerp.

16. (1) Elke mosie of amendement moet gesekondee word en, indien die Voorsitter dit gelas, word dit op skrif gestel.

(2) Geen mosie word sonder die toestemming van di vergadering teruggetrek nie.

17. Sonder die toestemming van die vergadering kan 'n lid nie meer as een keer oor 'n mosie of 'n amendement daarop praat nie: Met dien verstande dat die voorstelle van die mosie of amendement kan antwoord: Met dien verstande voorts dat ooreenkomstig 'n ordemosie deur 'n lid voorgestel, wat gesekondeer en aangeneem is, die mosie of amendement in bespreking sonder verdere bespreking gestel word.

18. (1) Sonder skriftelike kennisgewing van minstens 14 dae word geen mosie tot opstelling, wysiging of her roeping van 'n Statuut voorgestel nie.

(2) So 'n mosie word volledig in die kennisgewing uiteengesit en, tensy dit met 'n meerderheid van driekwart van die aanwesige lede aangeneem word, moet dit o die volgende gewone vergadering deur 'n meerderheid van stemme bekrachtig word.

HOOFSTUK VI

Die Adviserende Raad

Sekretaris

19. Die Rektor stel 'n lid van die administratiewe personeel aan as Sekretaris van die Adviserende Raad.

Kworum

20. Die helfte van die lede van die Adviserende Raad vorm 'n kworum.

Vergaderings

21. (1) Die Sekretaris van die Adviserende Raad ge minstens 10 dae voor die datum van 'n gewone vergadering skriftelik kennis daarvan aan alle lede van die Adviserende Raad, met vermelding van die sake vir behandeling.

(2) Kennisgewings van sake vir oorweging op 'n gewone vergadering word minstens 14 dae voor die datum daarvan by die Sekretaris van die Adviserende Raad skriftelik ingedien: Met dien verstande dat 'n lid 'n saak van dringende aard sonder voorafgaande kennisgewing op di vergadering kan opper, mits hy toestemming daartoe van minstens twee-derdes van die aanwesige lede verkry.

22. (1) Die Voorsitter kan 'n buitengewone vergadering belê wanneer hy dit nodig ag en moet dit doen op di skriftelike versoek van enige vyf lede met duidelike vermelding in hul versoek van die doel van die vergadering.

(2) At least seven days' notice of a special meeting shall be given in writing.

(3) No business other than that for which the meeting was called, shall be transacted at such meeting, except with the consent of the meeting granted on an unopposed motion.

23. The minutes of an ordinary or special meeting shall be read at the next ordinary meeting and, after approval, shall be confirmed by the signature of the Chairman: Provided that the meeting may consider the minutes as read if a copy thereof was previously forwarded to every member.

24. (1) All matters shall be decided by a majority of votes of the members present and voting.

(2) On every matter the Chairman shall have a deliberative vote and, in the case of an equality of votes, also a casting vote.

25. (1) If the meeting should so decide, voting shall take place by ballot.

(2) Upon the request of any member, the Chairman shall direct that—

(a) the vote of the member concerned; or

(b) the number of votes in favour of and against any motion,

shall be recorded in the minutes.

26. No member shall take part in the discussion on, or shall vote upon, any matter in which he has a direct pecuniary interest, unless he first discloses the nature and extent of his interest and has obtained the consent of the meeting to take part in the discussion and to vote.

27. The ruling of the Chairman on any point of order or procedure shall be binding, unless immediately challenged by a member, in which case it shall be submitted without discussion to the meeting whose decision shall be final.

28. (1) Every motion or amendment shall be seconded and, if so directed by the Chairman, shall be in writing.

(2) No motion may be withdrawn without the consent of the meeting.

29. A member shall not, without the consent of the meeting, speak more than once to a motion or an amendment to such motion: Provided that the mover of the motion or amendment may reply: Provided further that on a motion of order moved by a member, which has been seconded and adopted, the motion or amendment under discussion, shall be put without further discussion.

CHAPTER VII

The Senate

Term of office of members

30. (1) The members of the Senate referred to in section 10 (1) (b) of the Act shall hold office for as long as they are members of the Council.

(2) A member of the Senate, designated by the Council in terms of section 10 (1) (c) of the Act, shall hold office for as long as he occupies his particular post.

(3) The term of office of the members referred to in section 10 (1) (d) of the Act, shall be four years.

Powers, duties and activities

31. Subject to the provisions of section 10 (4), (5) and (6) of the Act, the Senate shall have the power to—

(a) make recommendations to the Council on—

(i) which departments there should be in the several faculties of the University; and

(ii) the creation and filling of posts on the lecturing staff, and the promotion of members thereof; and

(b) superintend and control the work of research officers of the University.

(2) Minstens sewe dae kennis van 'n buitengewone vergadering word skriftelik gegee.

(3) Behalwe met die toestemming van die vergadering op 'n onbestrede mosie word geen ander sake as dié waarvoor die vergadering belê is, daarop behandel nie.

23. Die notule van 'n gewone of buitengewone vergadering word op die eersvolgende gewone vergadering gelees, en na goedkeuring word dit deur die handtekening van die Voorsitter bekragtig: Met dien verstande dat die vergadering die notule as gelees kan beskou, indien 'n afskrif daarvan voor die tyd aan elke lid gestuur is.

24. (1) Alle sake word deur 'n meerderheid van die aanwesige en stemmende lede beslis.

(2) In verband met elke saak het die Voorsitter 'n gewone stem en by staking van stemme ook 'n beslissende stem.

25. (1) Indien die vergadering aldus besluit, word per stembriefie gestem.

(2) Op versoek van 'n lid gelas die Voorsitter dat—

(a) die stem van die betrokke lid, of

(b) die getal stemme vir en teen 'n mosie,

in die notule aangeteken word.

26. Geen lid mag deelneem aan die bespreking van, of stem oor 'n saak waarin hy direkte geldelike belang het nie, tensy hy eers die aard en omvang van sy belang openbaar en toestemming van die vergadering verkry het om aan die bespreking deel te neem en te stem.

27. Die uitspraak van die Voorsitter op 'n punt van orde of prosedure is bindend tensy 'n lid onmiddellik daarteen beswaar maak, en in so 'n geval word dit sonder bespreking aan die finale beslissing van die vergadering onderwerp.

28. (1) Elke mosie of amendement moet gesekondeer word en, indien die Voorsitter dit gelas, word dit op skrif gestel.

(2) Geen mosie word sonder die toestemming van die vergadering teruggetrek nie.

29. Sonder die toestemming van die vergadering kan 'n lid nie meer as een keer oor 'n mosie of amendement daarop praat nie: Met dien verstande dat die voorsteller van die mosie of amendement kan antwoord: Met dien verstande voorts dat ooreenkomstig 'n ordemosie deur 'n lid voorgestel, wat gesekondeer en aangeneem is, die mosie of amendement in bespreking sonder verdere bespreking gestel word.

HOOFSTUK VII

Die Senaat

Ampstermyn van lede

30. (1) Die lede van die Senaat in artikel 10 (1) (b) van die Wet bedoel beklee hul amp vir solank hulle lede van die Raad is.

(2) 'n Lid van die Senaat wat ingevolge artikel 10 (1) (c) van die Wet deur die Raad aangewys word, beklee sy amp vir solank hy sy bepaalde pos beklee.

(3) Die ampstermyn van die lede in artikel 10 (1) (d) van die Wet bedoel, is vier jaar.

Bevoegdhede, pligte en werksaamhede

31. Behoudens die bepalings van artikel 10 (4), (5) en (6) van die Wet, is die Senaat bevoeg om—

(a) by die Raad aanbevelings te doen oor—

(i) watter departemente daar in die verskillende fakulteite van die Universiteit moet wees; en

(ii) die skepping en vul van poste in, en die bevoordering van lede van die doserende personeel; en

(b) toesig te hou en beheer uit te oefen oor die werk van navorsingsbeamptes van die Universiteit.

Quorum

32. One-third of the members of the Senate shall constitute a quorum.

Meetings

33. (1) Subject to the provisions of paragraph 42 (1), the Secretary of the Senate shall, at least three days before the date of an ordinary meeting give notice, in writing thereof to all members of the Senate, setting forth, wherever possible, the business to be dealt with.

(2) Notice of business for consideration at an ordinary meeting shall be lodged, in writing, with the Secretary of the Senate at least seven days before the date of the meeting by faculties, the Executive Committee of the Senate or by notice of motion: Provided that a member may raise a matter of an urgent nature at the meeting without previous notice if he obtains the consent of at least two-thirds of the members present.

34. The time and place of ordinary meetings of the Senate shall be as determined by the Senate: Provided that at least two ordinary meetings shall be held during each semester.

35. (1) A special meeting may be called by the Chairman whenever he deems it necessary, and shall be called by him when requested to do so in writing by at least one-fifth of the members of the Senate, the object of the meeting being clearly stated in the request.

(2) At least 24 hours' notice of a special meeting shall be given.

(3) No business other than that for which the meeting was called shall be transacted at such meeting, except with the consent of the meeting granted on an unopposed motion.

36. The minutes of an ordinary or special meeting shall be read at the next ordinary meeting and, after approval, shall be confirmed by the signature of the Chairman: Provided that the meeting may consider the minutes as read if a copy thereof was previously forwarded to every member.

37. (1) All matters shall be decided by a majority of votes of the members present and voting, except as otherwise provided by this Statute.

(2) On every matter the Chairman shall have a deliberative vote and, in the case of an equality of votes, also a casting vote.

38. (1) If the meeting should so decide, voting shall take place by ballot.

(2) Upon the request of any member the Chairman shall direct that—

(a) the vote of the member concerned; or

(b) the number of votes in favour of and against any motion,

shall be recorded in the minutes.

39. The ruling of the Chairman on any point of order or procedure shall be binding, unless immediately challenged by a member, in which case it shall be submitted without discussion to the meeting whose decision shall be final.

40. (1) Every motion or amendment shall be seconded and, if so directed by the Chairman, shall be in writing.

(2) No motion may be withdrawn without the consent of the meeting.

41. A member shall not, without the consent of the meeting, speak more than once to a motion or an amendment to such motion: Provided that the mover of the motion or amendment may reply: Provided further that on a motion of order moved by a member, which has been seconded and adopted, the motion or amendment under discussion shall be put without further discussion.

Kworum

32. Een-derde van die lede van die Senaat vorm 'n kworum.

Vergaderings

33. (1) Behoudens die bepalings van paragraaf 42 (1) gee die Sekretaris van die Senaat minstens drie dae voor die datum van 'n gewone vergadering skriftelik kennis daarvan aan alle lede van die Senaat, met, waar moontlik vermelding van die sake vir behandeling.

(2) Kennisgewings van sake vir ooreweging op 'n gewone vergadering word minstens sewe dae voor die datum daar van deur fakulteite, die Uitvoerende Komitee van die Senaat of deur kennisgewings van mosie by die Sekretaris van die Senaat skriftelik ingedien: Met dien verstande dat 'n lid 'n saak van dringende aard sonder voorafgaande kennisgewing op 'n vergadering kan opper mits hy toestemming daartoe van minstens twee-derdes van die aanwesige lede verkry.

34. Die Senaat bepaal die plek en tyd van sy gewone vergaderings: Met dien verstande dat daar minstens twee gewone vergaderings gedurende elke semester gehou word.

35. (1) Die Voorsitter kan 'n buitengewone vergadering belê indien hy dit nodig ag en moet dit doen op die skriftelike versoek van minstens een-vyfde van die lede van die Senaat met duidelike vermelding in die versoek van die doel van die vergadering.

(2) Minstens 24 uur kennis van 'n buitengewone vergadering word gegee.

(3) Behalwe met die toestemming van die vergadering op 'n onbestrede mosie, word geen ander sake as dié waarvoor die vergadering belê is, daarop behandel nie.

36. Die notule van 'n gewone of buitengewone vergadering word op die eersvolgende gewone vergadering gelees, en na goedkeuring word dit deur die handtekening van die Voorsitter bekragtig: Met dien verstande dat die vergadering die notule as gelees kan beskou, indien 'n afskrif daarvan voor die tyd aan elke lid gestuur is.

37. (1) Alle sake word deur 'n meerderheid van die aanwesige en stemmende lede beslis, behalwe waar in hierdie Statuut anders bepaal word.

(2) In verband met elke saak het die voorsitter 'n gewone stem en by staking van stemme ook 'n beslissende stem.

38. (1) Indien die vergadering aldus besluit, word per stembriefie gestem.

(2) Op versoek van 'n lid gelas die Voorsitter dat—

(a) die stem van die betrokke lid, of

(b) die aantal stemme vir en teen 'n mosie, in die notule aangeteken word.

39. Die uitspraak van die Voorsitter op 'n punt van orde of prosedure is bindend tensy 'n lid onmiddellik daarteen beswaar maak, en in so 'n geval word dit sonder bespreking aan die finale beslissing van die vergadering onderwerp.

40. (1) Elke mosie of amendement moet gesekondeer word, en, indien die Voorsitter dit gelas, word dit op skriftelike gestel.

(2) Geen voorstel word sonder die toestemming van die vergadering teruggetrek nie.

41. Sonder die toestemming van die vergadering kan 'n lid nie meer as een keer oor 'n mosie of amendement daarop praat nie: Met dien verstande dat die voorstelle van die mosie of amendement kan antwoord: Met die verstande voorts dat ooreenkomstig 'n ordemosie deur 'n lid voorgestel, wat gesekondeer en aangeneem is, die voorstel of amendement in bespreking sonder verdere bespreking gestel word.

42. (1) No motion to make, amend or rescind rules or regulations in connection with examinations, teaching arrangements or syllabuses shall be submitted to a meeting without at least 14 days' notice in writing.

(2) Such motion shall be set forth in detail in the notice and, unless it is carried by a majority of three-quarters of the members present, it shall be confirmed by a majority of the votes at the next ordinary meeting.

CHAPTER VIII

Discipline of Students

General supervision and control

43. (1) The general supervision and control of the discipline of students shall be vested in the Council which may delegate its powers, as it thinks fit, in accordance with rules made by it.

(2) The rules shall make provisions for the following—

(a) a definition of misconduct which renders a student liable to disciplinary measures;

(b) notice, in writing, to a student of the nature of a charge or charges against him;

(c) the right of an accused student to defend himself; and

(d) the penalty or penalties which may be imposed following a conviction.

(3) The rules may provide for an appeal to the Council against the verdict of the Students' Disciplinary Committee only against the penalty or penalties imposed by it.

Students' Disciplinary Committee

44. There shall be a Students' Disciplinary Committee which the membership, composition at a particular inquiry, powers and procedure shall be as prescribed in the rules referred to in paragraph 43.

CHAPTER IX

Degrees

Degrees and faculties

45. Subject to the provisions of the Act and this Statute, the University shall have the power to confer the following degrees:

- | | |
|---|---------------------|
| (i) In the Faculty of Theology: | |
| Bachelor of Theology..... | B.Theol. |
| Bachelor of Theology (Honours).... | B.Theol. (Hons.) |
| Master of Theology..... | M.Theol. |
| Doctor of Theology..... | D.Theol. |
| (ii) In the Faculty of Law: | |
| Bachelor of Law..... | B.Juris |
| Baccalaureus Procuratoris..... | B.Proc. |
| Bachelor of Laws..... | LL.B. |
| Master of Laws..... | LL.M. |
| Doctor of Laws..... | LL.D. |
| (iii) In the Faculty of Arts: | |
| In Pure Arts: | |
| Bachelor of Arts..... | B.A. |
| Bachelor of Arts (Honours)..... | B.A. (Hons.) |
| Master of Arts..... | M.A. |
| Doctor of Literature and Philosophy. | D.Litt. et Phil. |
| In Library Science: | |
| Bachelor of Library Science..... | B.Bibl. |
| Bachelor of Library Science (Honours) | B.Bibl. (Hons.) |
| In Social Work: | |
| Bachelor of Arts in Social Work... | B.A. (S.W.) |
| Bachelor of Arts in Social Work (Honours) | B.A. (S.W.) (Hons.) |
| Master of Arts in Social Work..... | M.A. (S.W.) |
| Doctor of Philosophy..... | D.Phil. |

42. (1) Sonder skriftelike kennisgewing van minstens 14 dae mag geen mosie in verband met die opstel, wysiging of intrekking van reglemente of reëls in verband met eksamens, onderrigreëlings of leerplanne voor 'n vergadering gelê word nie.

(2) So 'n mosie word volledig in die kennisgewing uiteengesit en, tensy dit met 'n meerderheid van driekwart van die aanwesige lede aangeneem word, moet dit op die volgende gewone vergadering deur 'n meerderheid van stemme bekragtig word.

HOOFTSTUK VIII

Tug van Studente

Algemene toesig en beheer

43. (1) Die algemene toesig en beheer oor tug van studente berus by die Raad wat sy bevoegdhede na goeddunke kan deleger ooreenkomstig reëls deur hom uitgevaardig.

(2) Die reëls moet voorsiening maak vir—

(a) 'n omskrywing van wangedrag waardeur 'n student hom aan tugmaatreëls kan blootstel;

(b) skriftelike kennis aan 'n student van die aard van 'n aanklag of aanklagte teen hom;

(c) die reg van 'n aangeklaagde student om hom te verweer; en

(d) die straf of strawwe wat by skuldigbevinding opgelê kan word.

(3) Die reëls kan voorsiening maak vir appèl by die Raad teen die bevinding van die Studentetugkomitee of slegs teen die straf of strawwe wat deur hom opgelê is.

Studentetugkomitee

44. Daar is 'n Studentetugkomitee waarvan die ledetal, samestelling by 'n bepaalde ondersoek, bevoegdhede en prosedure voorgeskryf word in die reëls in paragraaf 43 bedoel.

HOOFTSTUK IX

Grade

Grade en fakulteite

45. Behoudens die bepalings van die Wet en hierdie Statuut is die Universiteit bevoeg om die volgende grade toe te ken—

(i) In die Fakulteit Teologie:

Baccalaureus Theologiae.....	B.Theol.
Honneurs-Baccalaureus Theologiae..	Hons.-B.Theol.
Magister Theologiae.....	M.Theol.
Doctor Theologiae.....	D. Theol.

(ii) In die Fakulteit Regsgeleerdheid:

Baccalaureus Iuris.....	B.Iuris.
Baccalaureus Procuratoris.....	B.Proc.
Baccalaureus Legum.....	LL.B.
Magister Legum.....	LL.M.
Doctor Legum.....	LL.D.

(iii) In die Fakulteit Lettere en Wysbegeerte:

In die Suiwer Lettere en Wysbegeerte:	
Baccalaureus Artium.....	B.A.
Honneurs-Baccalaureus Artium.....	Hons.-B.A.
Magister Artium.....	M.A.
Doctor Litterarium et Philosophiae..	D.Litt. et Phil.

In die Biblioteekwetenskap:

Baccalaureus Bibliothecologiae.....	B.Bibl.
Honneurs-Baccalaureus Bibliothecologiae	Hons.-B.Bibl.

In Maatskaplike Werk:

Baccalaureus Artium in Maatskaplike Werk	B.A. (M.W.)
Honneurs-Baccalaureus Artium in Maatskaplike Werk	Hons.-B.A. (M.W.)
Magister Artium in Maatskaplike Werk	M.A. (M.W.)
Doctor Philosophiae.....	D.Phil.

- (iv) In the Faculty of Natural Science:
- | | |
|---|-------------------|
| Bachelor of Science..... | B.Sc. |
| Bachelor of Science (Land Surveying)..... | B.Sc. (Land Sur.) |
| Bachelor of Science (Honours)..... | B.Sc. (Hons.) |
| Master of Science..... | M.Sc. |
| Doctor of Science..... | D.Sc. |
- (v) In the Faculty of Education:
- | | |
|----------------------------|-------|
| Bachelor of Education..... | B.Ed. |
| Master of Education..... | M.Ed. |
| Doctor of Education..... | D.Ed. |
- (vi) In the Faculty of Commerce and Administration:
- In Commerce:
- | | |
|-------------------------------------|----------------|
| Bachelor of Commerce..... | B.Com. |
| Bachelor of Commerce (Honours)..... | B.Com. (Hons.) |
| Master of Commerce..... | M.Com. |
| Doctor of Commerce..... | D.Com. |
- In Administration:
- | | |
|---|------------------|
| Bachelor of Administration..... | B.Admin. |
| Bachelor of Administration (Honours)..... | B.Admin. (Hons.) |
| Master of Administration..... | M.Admin. |
| Doctor of Administration..... | D.Admin. |
- (vii) In the Faculty of Agriculture:
- | | |
|---|----------------------|
| Bachelor of Agriculture..... | B.Agric. |
| Bachelor of Science in Agriculture..... | B.Sc. Agric. |
| Bachelor of Science in Agriculture (Honours)..... | B.Sc. Agric. (Hons.) |
| Master of Science in Agriculture..... | M.Sc. Agric. |
| Doctor of Science in Agriculture..... | D.Sc. Agric. |

CHAPTER X

Admission to Equal Status

46. (a) A graduate of any other university institution or of any university outside the Republic, who has been admitted in terms of section 29 (a) of the Act, to an equivalent status; and

(b) a person who is admitted in terms of section 29 (b) of the Act as a candidate for a degree,

shall pay the fees prescribed in terms of the Act, and the Council may in any such case determine the effective date and other conditions, if any, of such admission.

CHAPTER XI

Examinations and Other Tests

Examiners

47. Subject to the provisions of section 30 of the Act, every examination or other test by which a course for a degree, diploma or certificate is completed, shall be conducted by at least two examiners appointed by the Senate.

Year-marks of candidates

48. A candidate shall, before the examination at the end of every course taken by him, be awarded a year-mark for his work during the year, and the Senate may lay down—

(a) that he shall not be admitted to the examination at the end of a course, unless he obtains the minimum year-mark, determined by the Senate, in that course; and

(b) that for the purpose of calculating the final mark in a particular course, the year-mark as well as the mark obtained in the examination shall be considered, in such proportion as the Senate may determine.

CHAPTER XII

Honorary Degrees

49. (1) A proposal to confer a degree *honoris causa* may be made by a member of the Council, the Advisory Council or the Senate on or before a date to be determined from time to time by the Council on the recommendation of the Senate. Such proposal shall be submitted, in writing

- (iv) In die Fakulteit Natuurwetenskappe:
- | | |
|---|----------------|
| Baccalaureus Scientiae..... | B.Sc. |
| Baccalaureus Scientiae (Landmeetkunde)..... | B.Sc. (Landm.) |
| Honneurs-Baccalaureus Scientiae..... | Hons.-B.Sc. |
| Magister Scientiae..... | M.Sc. |
| Doctor Scientiae..... | D.Sc. |
- (v) In die Fakulteit Opvoedkunde:
- | | |
|-------------------------------|-------|
| Baccalaureus Educationis..... | B.Ed. |
| Magister Educationis..... | M.Ed. |
| Doctor Educationis..... | D.Ed. |
- (vi) In die Fakulteit Handel en Administrasie:
- In Handel:
- | | |
|--------------------------------------|--------------|
| Baccalaureus Commercii..... | B.Com. |
| Honneurs-Baccalaureus Commercii..... | Hons.-B.Com. |
| Magister Commercii..... | M.Com. |
| Doctor Commercii..... | D.Com. |
- In Administrasie:
- | | |
|---|----------------|
| Baccalaureus Administrationis..... | B.Admin. |
| Honneurs-Baccalaureus Administrationis..... | Hons.-B.Admin. |
| Magister Administrationis..... | M.Admin. |
| Doctor Administrationis..... | D.Admin. |
- (vii) In die Fakulteit Landbou:
- | | |
|---|----------------------|
| Baccalaureus in Landbou..... | B.Agric. |
| Baccalaureus Scientiae in Landbou..... | B.Sc. Agric. |
| Honneurs-Baccalaureus Scientiae in Landbou..... | B.Sc. Agric. (Hons.) |
| Magister Scientiae in Landbou..... | M.Sc. Agric. |
| Doctor Scientiae in Landbou..... | D.Sc. Agric. |

HOOFSTUK X

Toelating tot Gelyke Status

46. (a) 'n Gegradueerde van 'n ander universiteit inrigting of van 'n universiteit buite die Republiek, wat ingevolge artikel 29 (a) van die Wet toegelaat is tot gelykstaande status; en

(b) iemand wat ingevolge artikel 29 (b) van die Wet kandidaat vir 'n graad toegelaat is,

betaal die gelde wat ingevolge die Wet bepaal is, en die Raad kan in elke geval die effektiewe datum en ander voorwaardes, as daar is, van sodanige toelating bepaal.

HOOFSTUK XI

Eksamens en Ander Toetse

Eksaminatore

47. Behoudens die bepalings van artikel 30 van die Wet word elke eksamen of ander toets waardeur 'n kursus vir 'n graad, diploma of sertifikaat voltooi word, afgeneem deur minstens twee eksaminatore wat die Senaat aanstel.

Jaarpunte van kandidaat

48. Aan 'n kandidaat word daar voor die eksamen aan die einde van elke kursus wat hy volg, 'n jaarpunt toegeken vir sy werk gedurende die jaar, en die Senaat kan bepaal—

(a) dat hy nie tot die eksamen aan die einde van die kursus toegelaat word nie, tensy hy 'n minimum jaarpunt deur die Senaat voorgeskryf in daardie kursus behaal het; en

(b) dat die jaarpunt sowel as die punt in die eksamen behaal in aanmerking geneem word, in sodanige verhouding as wat die Senaat bepaal, by die berekening van sy finale punt vir daardie kursus.

HOOFSTUK XII

Grade Honoris Causa

49. (1) 'n Voorstel om 'n graad *honoris causa* toe te ken, kan deur 'n lid van die Raad, die Adviseerende Raad of die Senaat ingedien word voor of op 'n datum wat vastgestel is tydens die raad op aanbeveling van die Senaat bepaal word. Sodanige voorstel word skriftelik aan die

the Secretary of the Council, and shall be accompanied by a statement setting forth in detail the grounds on which the proposal is based.

(2) The proposal shall be referred to an honorary degrees committee consisting of the Rector as Chairman, the Chairman of the Council, the Vice-Rector, two other members of the Council, two members of the Advisory Council and three members of the Senate.

50. The procedure to be adopted by the Council, the Advisory Council and the Senate respectively, as regards the consideration of proposals to confer degrees *honoris causa* shall be determined by the body concerned.

CHAPTER XIII

Conferring of Degrees

51. (1) For the purpose of conferring degrees, there shall be held at least once a year at such time and place as the Council may determine, a meeting of the members of the University, to be styled a congregation.

(2) The Chancellor or, in his absence, the Vice-Chancellor, shall preside at a congregation.

(3) In the absence of both the Chancellor and the Vice-Chancellor, the Vice-Rector shall preside.

(4) No person shall be entitled to any of the privileges conferred by any degree before such degree has been conferred on him at a congregation.

(5) The procedure of the presentation of graduands, the conferring of degrees *in absentia*, academic dress, and all other matters regarding congregations not provided for in this paragraph, shall be as determined by the Senate.

CHAPTER XIV

Minimum Period of Attendance

Ordinary and Honours Bachelor's Degree

52. Subject to the provisions of the Act and this Statute, no candidate shall be admitted to a bachelor's degree unless he has completed, subsequent to the date of validity of the matriculation certificate or of the certificate of full exemption from the matriculation examination issued by the Matriculation Board, the following minimum period of attendance recognised for such degree:

(a) For the degree of Bachelor of Arts in pure arts or in social work, or Bachelor of Science in pure science or Bachelor of Theology, or Bachelor of Law, or Bachelor of Laws, or Bachelor of Commerce, or Bachelor of Administration, or Bachelor of Agriculture: At least three academic years;

(b) for the degree of Baccalaureus Procuratoris or Bachelor of Library Science, or Bachelor of Science in Land and Surveying or Agriculture: At least four academic years;

(c) for the degree of Bachelor of Education: A period

(i) at least two years where he has obtained, before the completion of this period of attendance, the degree of Bachelor of Arts or Science, or any other degree accepted by the Senate of the University as equivalent thereto; or

(ii) at least one year where he has obtained, before this period of attendance, either an approved four-year bachelor's degree or an approved three-year bachelor's degree and also an approved diploma or certificate in education;

(d) for any other bachelor's degree which is not an honours degree: At least three academic years;

Sekretaris van die Raad voorgelê, vergesel van 'n verklaring waarin die redes vir die voorstel volledig uiteengesit word.

(2) Die voorstel word verwys na 'n Eregradekomitee bestaande uit die Rector, wat as voorsitter optree, die Voorsitter van die Raad, die Vise-rektor, nog twee lede van die Raad, twee lede van die Adviserende Raad en drie lede van die Senaat.

50. Die prosedure wat deur onderskeidelik die Raad, die Adviserende Raad en die Senaat gevolg word betreffende die oorweging van voorstelle om grade *honoris causa* toe te ken, word deur die betrokke liggaam vasgestel.

HOOFSTUK XIII

Toekenning van Grade

51. (1) Met die doel om grade toe te ken, word 'n vergadering van die lede van die Universiteit, 'n kongregasie genoem, minstens een keer per jaar gehou op 'n tyd en plek wat die Raad bepaal.

(2) Op 'n kongregasie tree die Kanselier of, in sy afwesigheid, die Vise-kanselier, as voorsitter op.

(3) In die afwesigheid van sowel die Kanselier as die Vise-kanselier, tree die Vise-rektor as voorsitter op.

(4) Niemand is geregtig op enige van die voorregte wat 'n graad verleen voordat sodanige graad op 'n kongregasie aan hom toegeken is nie.

(5) Die prosedure ten opsigte van die voorstelling van graduandi, die toekennig van grade *in absentia*, akademiese drag en alle ander sake wat kongregasies raak en waarvoor daar nie in hierdie paragraaf voorsiening gemaak word nie, word deur die Senaat bepaal.

HOOFSTUK XIV

Minimum Tydperk van Bywoning

Gewone en honneurs-baccalaureusgraad

52. Behoudens die bepalings van die Wet en hierdie Statuut, word geen kandidaat tot die graad baccalaureus toegelaat nie, tensy hy na die geldigheidsdatum van die matrikulasiesertifikaat of van die sertifikaat van volle vrystelling van die matrikulatie-eksamen uitgereik deur die Matrikulasieraad die volgende bywoningstydperk wat as minimum vir sodanige graad erken word, voltooi het:

(a) Vir die graad Baccalaureus Artium in die Suiwer Lettere en Wysbegeerte of Maatskaplike Werk, of Baccalaureus Scientiae in die Suiwer Wetenskappe, of Baccalaureus Theologiae, of Baccalaureus Iuris, of Baccalaureus Legum, of Baccalaureus Commerce, of Baccalaureus Administrationis, of Baccalaureus in Landbou: Minstens drie akademiese jare;

(b) vir die graad Baccalaureus Procuratoris, of Baccalaureus Bibliothecologiae, of Baccalaureus Scientiae in Landmeetkunde of Landbou: Minstens vier akademiese jare;

(c) vir die graad Baccalaureus in die Opvoedkunde: 'n Tydperk van—

(i) minstens twee jaar waar hy voor die voltooiing van hierdie bywoningstydperk die graad Baccalaureus Artium of Scientiae of 'n ander graad wat deur die Senaat van die Universiteit as gelykwaardig daaraan aanvaar is, behaal het; of

(ii) minstens een jaar waar hy voor hierdie bywoningstydperk of 'n goedgekeurde vierjarige baccalaureusgraad of 'n goedgekeurde driejarige baccalaureusgraad en ook 'n goedgekeurde diploma of 'n sertifikaat in die Opvoedkunde behaal het;

(d) vir enige ander baccalaureusgraad wat nie 'n honneursgraad is nie: Minstens drie akademiese jare;

(e) for the Honours Bachelor's Degree: At least one academic year after admission to a bachelor's degree recognised by the Senate for this purpose.

Master's degree

53. Subject to any provision to the contrary in the Act and this Statute, no candidate shall be admitted to a master's degree in any faculty other than the Faculty of Education until at least one year after he has satisfied the requirements of the Honours Bachelor's degree or until at least two years after he has been admitted to the ordinary Bachelor's degree or to the status thereof in the faculty concerned: Provided that in the Faculty of Education at least one year shall elapse after he has been admitted to the degree of Bachelor of Education or to the status thereof.

Doctor's degree

54. Subject to any provisions to the contrary in the Act and this Statute, no candidate shall be admitted to a doctor's degree in any faculty until at least four years after he has been admitted to the bachelor's degree or to the status thereof.

CHAPTER XV

Attendance at and Examinations of Other Universities

55. (1) Notwithstanding any provision to the contrary in this Statute and subject to the provisions of subparagraph 3, the Senate shall accept as part of the attendance of a student qualifying at the University for admission to a bachelor's degree, other than a one-year Honours Bachelor's Degree, periods of attendance as a registered matriculated student at any other university or institution recognised by the Senate for this purpose: Provided that such period of attendance shall be accepted only in the case of a recognised course and that the Senate may, in the case of a student, accept, so far as may be practicable, certificates of proficiency in any subject issued by the Senate of such other university or institution: Provided further that no such candidate shall be admitted to a degree unless he has complied with the provisions of subparagraph (2), and—

- (a) has passed such examinations as the Senate may determine;
- (b) has paid such fees as may be prescribed; and
- (c) has complied in other respects with the requirements for the degree.

(2) A candidate shall not be admitted to an ordinary bachelor's degree in terms of subparagraph (1), unless—

- (a) his periods of attendance at the other university or institution and at the University combined, are not less than the full period prescribed for admission to such degree; and
- (b) he has taken approved courses at the University—
 - (i) for the degree of Bachelor of Education, for at least the final academic year;
 - (ii) for a bachelor's degree for which the prescribed period of attendance is four years, for at least the final two academic years; and
 - (iii) for any other bachelor's degree, for at least two academic years: Provided that he has taken at least half the total number of courses prescribed for the degree.

(3) The Senate may accept, as part of the attendance of a student qualifying for admission to a bachelor's degree, other than a one-year Honours Bachelor's Degree,

(e) vir die Honneurs-baccalaureusgraad: Minstens een akademiese jaar na toelating tot 'n baccalaureusgraad vir dié doel erken deur die Senaat.

Magistergraad

53. Behoudens andersluidende bepalings in die Wet en hierdie Statuut, word geen kandidaat tot die graad magister in 'n fakulteit, behalwe die Fakulteit van Opvoedkunde, toegelaat nie vóór minstens een jaar nadat hy aan die vereistes vir die Honneurs-baccalaureusgraad voldoen het of vóór minstens twee jaar nadat hy tot die gewone graad baccalaureus of ekwivalente status in die betrokke fakulteit toegelaat is: Met dien verstande dat in die Fakulteit van Opvoedkunde minstens een jaar moet verloop nadat hy tot die graad Baccalaureus Educationis of ekwivalente status toegelaat is.

Doktorsgraad

54. Behoudens andersluidende bepalings in die Wet en hierdie Statuut word geen kandidaat tot die graad dokter in enige fakulteit toegelaat nie vóór minstens vier jaar nadat hy tot die graad baccalaureus of ekwivalente status toegelaat is.

HOOFTUK XV

Bywoning aan en Eksamens van Ander Universiteite

55. (1) Ondanks 'n andersluidende bepaling in hierdie Statuut en behoudens die bepalings van subparagraaf (3) aanvaar die Senaat as deel van die bywoning van 'n student wat vir toelating tot 'n baccalaureusgraad, uitgesonderd 'n eenjarige Honneurs-baccalaureusgraad, aan die Universiteit kwalifiseer, bywoningstydperke as ingeskrewe gematrikuleerde student aan 'n ander universiteit of inrigting wat die Senaat vir dié doel erken: Met dien verstande dat sodanige bywoningstydperk aanvaar word slegs in die geval van 'n erkende leergang en dat die Senaat, in die geval van 'n student, sover doenlik sertifikate van bekwaamheid in enige vak deur die Senaat van sodanige ander universiteit of inrigting uitgereik, kan aanvaar: Met dien verstande voorts dat sodanige kandidaat nie tot 'n graad toegelaat word nie tensy hy aan die bepalings van subparagraaf (2) voldoen het, en—

- (a) in die eksamens wat die Senaat bepaal, geslaag het;
- (b) die gelde wat voorgeskryf word, betaal het; en
- (c) in ander opsigte aan die vereistes vir die graad voldoen het.

(2) 'n Kandidaat word nie tot 'n gewone baccalaureusgraad ingevolge subparagraaf (1) toegelaat nie tensy—

- (a) sy bywoningstydperk aan die ander universiteit of inrigting en aan die Universiteit tesame minstens gelyk aan die volle tydperk wat vir toelating tot die graad voorgeskryf word; en
- (b) hy aan die Universiteit goedgekeurde kursusse gevolg het—

(i) vir die graad Baccalaureus Educationis, minstens gedurende die finale akademiese jaar;

(ii) vir 'n baccalaureusgraad waarvoor die voorgeskrewe bywoningstydperk vier jaar is, minstens gedurende die finale twee akademiese jare; en

(iii) vir 'n ander baccalaureusgraad, minstens gedurende twee akademiese jare: Met dien verstande dat hy minstens die helfte van die totale aantal kursusse voorgeskryf vir die graad, gevolg het.

(3) Die Senaat kan, as deel van die bywoning van 'n student wat vir toelating tot 'n baccalaureusgraad, uitgesonderd 'n eenjarige Honneurs-baccalaureusgraad,

periods of registration as a matriculated student of the University of South Africa: Provided that such period of registration shall be accepted only in the case of a course recognised by the Senate and that the Senate may in the case of a student accept, as far as may be practicable, certificates of proficiency in any subject issued by the Senate of the University of South Africa: Provided further that the provisions of subparagraphs (1) and (2) shall apply *mutatis mutandis* and that the candidate has—

- (a) passed such examinations as the Senate may determine;
- (b) paid such fees as may be prescribed; and
- (c) complied in other respects with the requirements for the degree.

CHAPTER XVI

Repeal of Statute

56. The Statute published under Government Notice R. 385 of 1970, is hereby repealed.

57. A body established, or a person appointed or elected, or an act performed in terms of the provisions of the previous Statute, any relevant law or regulation, shall be deemed to have been established, appointed, elected or performed in terms of the corresponding provisions of this Statute.

CHAPTER XVII

General Provisions

58. When a quorum or a majority of votes consists of a mathematical fraction, and should such fraction not work out at a whole number, the nearest whole number above the number obtained shall be deemed to constitute the required quorum or majority.

kwalifiseer, tydperke van registrasie as 'n gematrikuleerde student van die Universiteit van Suid-Afrika aanvaar: Met dien verstande dat sodanige tydperk van registrasie aanvaar word slegs in die geval van 'n kursus deur die Senaat erken en dat die Senaat in die geval van 'n student sover doenlik, sertifikate van bekwaamheid in enige vak uitgereik deur die Senaat van die Universiteit van Suid-Afrika, kan aanvaar: Voorts met dien verstande dat die bepalings van subparagrafe (1) en (2) *mutatis mutandis* van toepassing is en dat die kandidaat—

- (a) in die eksamens wat die Senaat bepaal, geslaag het;
- (b) die gelde wat voorgeskryf word, betaal het; en
- (c) in ander opsigte aan die vereistes vir die graad voldoen het.

HOOFSTUK XVI

Herroeping van Student

56. Die Statuut afgekondig by Goewermentskennisgewing R. 385 van 1970 word hierby herroep.

57. 'n Liggaam ingestel, of 'n persoon aangestel of verkies, of 'n handeling verrig ingevolge die bepalings van die vorige Statuut, enige toepaslike Wet of regulasie, word geag ingevolge die ooreenstemmende bepalings van hierdie Statuut ingestel, aangestel of verkies, of verrig te gewees het.

HOOFSTUK XVII

Algemene Bepalings

58. Wanneer 'n kworum of meerderheid van stemme 'n wiskundige breuk uitmaak en dit gebeur dat sodanige breuk nie op 'n heelgetal uitwerk nie, dan word beskou dat die naaste heelgetal bo die getal wat verkry is die vereiste kworum of meerderheid uitmaak.

DEPARTMENT OF RAILWAYS AND HARBOURS

No. R. 1988

5 November 1971

The State President has, in terms of section 32 of the Railways and Harbours Service Act, 1960 (Act 22 of 1960), been pleased to approve of the South African Railways and Harbours Staff Regulations, published in Government Notice R. 1045 of 15 July 1960, as amended, being further amended as follows:

SOUTH AFRICAN RAILWAYS

STAFF REGULATIONS

SCHEDULE OF AMENDMENT

(Operative from 28 June 1971)

Regulation 2 (2) (e)

Under the heading "in the Airways Department" insert "the Assistant Chief Superintendent (Staff)".

Regulation 155 (1)

Under the heading "Airways Department" insert "the Assistant Chief Superintendent (Staff)".

Regulation 179 (1).

Under the heading "Officer whose Decision Appealed against" and within the bracket opposite "the Chief Airways Manager" insert "the Assistant Chief Superintendent (Staff)".

DEPARTEMENT VAN SPOORWEE EN HAWENS

No. R. 1988

5 November 1971

Dit het die Staatspresident behaag om kragtens artikel 32 van die Wet op Spoorweg- en Hawediens, 1960 (Wet 22 van 1960), goedkeuring daaraan te verleen dat die Personeelregulasies van die Suid-Afrikaanse Spoorweë en Hawens, gepubliseer in Goewermentskennisgewing R. 1045 van 15 Julie 1960, soos gewysig, soos volg verder gewysig word:

SUID-AFRIKAANSE SPOORWEE

PERSONEELREGULASIES

WYSIGINGSGLYS

(Van krag van 28 Junie 1971)

Regulasie 2 (2) (e)

Onder die opskrif "in die Lugdiensdepartement" voeg in "die Assistent-hoofsuperintendent (personeel)".

Regulasie 155 (1)

Onder die opskrif "die Lugdiensdepartement" voeg in "die Assistent-hoofsuperintendent (personeel)".

Regulasie 179 (1).

Onder die opskrif "Amptenaar teen wie se beslissing daar geappelleer word" en binne die hakie teenoor "die Hooflugdiensbestuurder" voeg in "die Assistent-hoofsuperintendent (personeel)".

No. R. 1989

5 November 1971

WARRANT

BY THE STATE PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA TO AMEND THE WARRANT INSTITUTING "THE SOUTH AFRICAN RAILWAYS POLICE CROSS FOR VALOUR—DIE SUID-AFRIKAANSE SPOORWEGPOLISIEKRUIS VIR DAPPERHEID"

To all to whom these presents may come:

Greeting!

Whereas the conditions under which "The South African Railways Police Cross for Valour—Die Suid-Afrikaanse Spoorwegpolisiekrus vir Dapperheid" may be awarded, are contained in a Warrant and the rules made thereunder and dated the 13th day of July, 1966;

And whereas I am desirous of amending the rules;

Now, therefore, under the powers vested in me by section 32 of the Railways and Harbours Service Act, 1960 (Act 22 of 1960), I do hereby declare that the said rules be amended by the substitution for rules 3, 4 and 5 of the following rules:

"3. The decoration shall be of gold and shall consist of a gold and white enamelled double pointed Maltese cross with four arms with an outline of the Voortrekker Monument in gold, and an oblong loop in gold, by means of which it is attached to the ribbon. The size of the decoration shall be such as to permit of the crossarms being enclosed by a circle of fifty and eight-tenths of a millimetre in diameter. Each arm shall consist of a white enamelled surface with a gold border two and one-tenth of a millimetre wide, edged with platinum, on a gold four-pointed radiant motif with bevelled rays, placed over a round gold band ten and six-tenths of a millimetre wide and divided into two levels, with the inner level edged on both sides with platinum. On the obverse in the centre of the cross shall be mounted an enamel medallion nineteen and one-tenth of a millimetre in diameter on which is depicted a laurel wreath of gold-bordered green leaves on a round-shaped gold band, surrounding a red enamel South African heraldic lion on a platinum background.

On the reverse of the decoration shall be depicted, in relief, the decorated coat of arms of the Republic of South Africa, partially surrounded by a laurel wreath, with the words 'Valour' and 'Dapperheid' in capitals as circumscription, the former below and the latter above the coat of arms.

4. The decoration shall be pendent from a silk ribbon forty-four and five-tenths of a millimetre in width, with seven vertical divisions of black, old-gold, black, white, black, old-gold and black stripes, three and two-tenths, fourteen and three-tenths, one and six-tenths, six and four-tenths, one and six-tenths, fourteen and three-tenths and three and two-tenths of a millimetre, respectively, in width.

5. The bar, which may be awarded in terms of rule 7 shall be of gold, forty-four and five-tenths of a millimetre long and six and four-tenths of a millimetre wide, with a gold embossed clasp in the shape of a double

No. R. 1989

5 November 1971

BEVELSKRIF

VAN DIE STAATSPRESIDENT VAN DIE REPUBLIEK VAN SUID-AFRIKA OM DIE BEVELSKRIF WAARBY "DIE SUID-AFRIKAANSE SPOORWEGPOLISIEKRUIS VIR DAPPERHEID—THE SOUTH AFRICAN RAILWAYS POLICE CROSS FOR VALOUR" INGESTEL IS, TE WYSIG

Aan almal wat hiervan kennis mag neem:

Saluut!

Nademaal die voorwaardes waarop "Die Suid-Afrikaanse Spoorwegpolisiekrus vir Dapperheid—The South African Railways Police Cross for Valour" toegeken kan word, vervat in 'n Bevelskrif en die reëls wat daarkragtens gemaak en die 13de dag van Julie 1966 gedateer is;

En nademaal ek begerig is om die reëls te wysig

So is dit dat ek, kragtens die bevoegdheid my verleen by artikel 32 van die Wet op Spoorweg- en Hawedien 1960 (Wet 22 van 1960), hierby bepaal dat die vermeld reëls gewysig word deur reëls 3, 4 en 5 deur die volgende reëls te vervang:

"3. Die dekorasie is van goud en bestaan uit 'n vierarmige, dubbelpuntige Maltese kruis van goud en wit emalje, met 'n goue buitelynebeeld van die Voortrekkermonument en 'n langwerpige goue lis waaraan die lint geheg word. Die grootte van die dekorasie is sodanig dat die kruisarms deur 'n sirkel met 'n deursnee van vyftig en agt-tiende millimeter omsluit kan word. Elke arm bestaan uit 'n wit emaljevlek met 'n goue rand van twee en een-tiende millimeter breed, omlyn met wit goud, op 'n goue vierpuntige straalmotief met afgeskuinsde strale, geplaas oor 'n sirkelvormige goue band tien en ses-tiende millimeter breed en in twee vlakke verdeel met die binneste vlak tussen twee sirkels van witgoud. Op die voorkant in die middel van die kruis is daar 'n emaljemedaljon met 'n deursnee van negentien en een-tiende millimeter gemonteer, waarop uitgebeeld is 'n louterkrans van goudomlynde groen blare op 'n sirkelvormige goue band, wat 'n Suid-Afrikaanse heraldiese leeu van rooi emalje op 'n agtergrond van witgoud omvleuel.

Op die keersy van die dekorasie word die versierde wapen van die Republiek van Suid-Afrika, gedeeltelik omvleuel deur 'n louterkrans, in reliëf uitgebeeld, met die woorde 'Dapperheid' en 'Valour' in hoofletters as omskrif, eersgenoemde bo en laasgenoemde onder die wapen.

4. Die dekorasie hang aan 'n sylint, vier-en-veertig en vyf-tiende millimeter breed, met sewe vertikale verdelings van swart, ou-goud, swart, wit, swart, ou-goud en swart strepe, onderskeidelik drie en twee-tiende, veertien en drie-tiende, een en ses-tiende, ses en vier-tiende, een en ses-tiende, veertien en drie-tiende en drie en twee-tiende millimeter breed.

5. Die balk, wat kragtens reël 7 toegeken kan word, is van goud, vier-en-veertig en vyf-tiende millimeter lang en ses en vier-tiende millimeter breed, met 'n goudgebosselleerde gespe in die vorm van 'n vierarmige dubbe

pointed Maltese cross with four arms, in the centre thereof. A clasp corresponding to the above description shall be issued in respect of each bar awarded."

Given under my Hand and the Seal of the Republic of South Africa at Pretoria on this Ninth day of September, One thousand Nine hundred and Seventy-one.

J. J. FOUCHÉ, State President.

By Order of the State President-in-Council:

B. J. SCHOEMAN.

No. R. 1998

5 November 1971

WARRANT

BY THE STATE PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA TO AMEND THE WARRANT INSTITUTING "THE DECORATION FOR DISTINGUISHED SERVICE IN THE SOUTH AFRICAN RAILWAYS POLICE FORCE—DIE DEKORASIE VIR VOORTREFLIKE DIENS IN DIE SUID-AFRIKAANSE SPOORWEGPOLISIEMAG"

To all to whom these presents may come:

Greeting!

Whereas the conditions under which "The Decoration for Distinguished Service in the South African Railways Police Force—Die Dekorasie vir Voortreflike Diens in die Suid-Afrikaanse Spoorwegpolisiemag" may be awarded, are contained in a Warrant and the rules made thereunder and dated the 13th day of July, 1966;

And whereas I am desirous of amending the rules;

Now, therefore, under the powers vested in me by section 32 of the Railways and Harbours Service Act, 1960 (Act 22 of 1960), I do hereby declare that the said rules be amended by the substitution for rules 3, 4 and 5 of the following rules:

"3. The decoration shall be of gilded silver in the form of a five-pointed star with bevelled sides with an outline in gilded silver of the Voortrekker Monument, with a gilded silver brace, by means of which it is attached to the ribbon. The size of the decoration shall be such as to permit of the points of the star being enclosed by a circle of thirty-eight and one-tenth of a millimetre in diameter. The star shall be placed on a gilded silver five-pointed radiant motif with bevelled rays on a round gilded silver band four and four-tenths of a millimetre wide, divided into two levels, with the inner level edged on both sides with white enamel. On the obverse, in the centre of the star shall be mounted an enamel medallion fourteen and three-tenths of a millimetre in diameter on which is depicted a laurel-wreath of gilded silver leaves on a round-shaped gilded silver band surrounding an embossed gilded silver hand and arm, rising from white enamel clouds, holding two crossed lightning bolts, on a green enamel background.

On the reverse of the decoration the embellished shield of the coat of arms of the Republic of South Africa shall be depicted in relief, with the words 'Distinguished Service' and 'Voortreflike Diens' in capitals as circumscription, the former below and the latter above the shield.

4. The decoration shall be pendent from a silk ribbon thirty-one and eight-tenths of a millimetre in width, with nine vertical divisions of black, green, white, black, old-gold, black, white, green and black stripes, one and six-tenths, eight-tenths, eight and seven-tenths, one and six-tenths, six and four-tenths, one and six-tenths, eight and seven-tenths, eight-tenths and one and six-tenths of a millimetre respectively in width.

D—69677

puntige Maltese kruis in die middel daarvan, 'n Gespe wat met die voorgaande beskrywing ooreenstem, word uitgereik ten opsigte van elke balk wat toegeken word."

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Negende dag van September Eenduisend Negehoenderd Een-en-sewentig.

J. J. FOUCHÉ, Staatspresident.

Op las van die Staatspresident-in-rade:

B. J. SCHOEMAN.

No. R. 1998

5 November 1971

BEVELSKRIF

VAN DIE STAATSPRESIDENT VAN DIE REPUBLIEK VAN SUID-AFRIKA OM DIE BEVELSKRIF WAARBY "DIE DEKORASIE VIR VOORTREFLIKE DIENS IN DIE SUID-AFRIKAANSE SPOORWEGPOLISIEMAG—THE DECORATION FOR DISTINGUISHED SERVICE IN THE SOUTH AFRICAN RAILWAYS POLICE FORCE" INGESTEL IS, TE WYSIG

Aan almal wat hiervan kennis mag neem:

Saluut!

Nademaal die voorwaardes waarop "Die Dekorasie vir Voortreflike Diens in die Suid-Afrikaanse Spoorwegpolisiemag—The Decoration for Distinguished Service in the South African Railways Police Force" toegeken kan word, vervat in 'n Bevelskrif en die reëls wat daarkragtens gemaak en die 13de dag van Julie 1966 gedateer is;

En nademaal ek begerig is om die reëls te wysig;

So is dit dat ek, kragtens die bevoegdheid my verleen by artikel 32 van die Wet op Spoorweg- en Hawediens, 1960 (Wet 22 van 1960), hierby bepaal dat die vermelde reëls gewysig word deur reëls 3, 4 en 5 deur die volgende reëls te vervang:

"3. Die dekorasie is van vergulde silwer in die vorm van 'n vyfpuntige ster met afgeskuinste kante met 'n vergulde silwer buitelynebeeld van die Voortrekkermonument en 'n vergulde silwer beul waaraan die lint geheg word. Die grootte van die dekorasie is sodanig dat die sterpunte deur 'n sirkel met 'n deursnee van agt-en-dertig en een-tiende millimeter omsluit kan word. Die ster lê op 'n vyfpuntige straalmotief van vergulde silwer met afgeskuinste strale op 'n vergulde silwer sirkel vier en vier-tiende millimeter breed, in twee vlakke verdeel, met die binneste vlak tussen twee sirkels van wit emalje. Op die voorkant in die middel van die ster is daar 'n emaljemedaljon met 'n deursnee van veertien en drie-tiende millimeter gemonteer, waarop uitgebeeld is 'n louterkrans met blare van vergulde silwer op 'n sirkelvormige band van vergulde silwer wat 'n gebosseleerde hand en arm van vergulde silwer, wat uit wit emaljewolke verrys en twee gekruisde weerligstrale vashou op 'n groen emaljeagtergrond, omvleuel.

Op die keersy van die dekorasie word die versierde skild van die wapen van die Republiek van Suid-Afrika in reliëf uitgebeeld, met die woorde 'Voortreflike Diens' en 'Distinguished Service' in hoofletters as omskrif, eersgenoemde bo en laasgenoemde onder die skild.

4. Die dekorasie hang aan 'n sylint, een-en-dertig en agt-tiende millimeter breed, met nege vertikale verdelings van swart, groen, wit, swart, ou-goud, swart, wit, groen en swart strepe, onderskeidelik een en ses-tiende, agt-tiende, agt en sewe-tiende, een en ses-tiende, ses en vier-tiende, een en ses-tiende, agt en sewe-tiende, agt-tiende en een en ses-tiende millimeter breed.

4—3304

5. The bar, which may be awarded in terms of rule 7, shall be of gilded silver, thirty-one and eight-tenths of a millimetre long and six and four-tenths of a millimetre wide, with a gilded silver embossed clasp on which shall be depicted two crossed lightning bolts on a round green enamel background in the centre thereof. A clasp corresponding to the afore-mentioned description shall be issued in respect of each bar awarded."

Given under my Hand and the Seal of the Republic of South Africa at Pretoria on this Ninth day of September, One thousand Nine hundred and Seventy-one.

J. J. FOUCHÉ, State President.

By Order of the State President-in-Council:

B. J. SCHOEMAN.

No. R. 1999

5 November 1971

WARRANT

BY THE STATE PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA TO AMEND THE WARRANT INSTITUTING "THE STAR FOR MERIT IN THE SOUTH AFRICAN RAILWAYS POLICE FORCE—DIE STER VIR VERDIENSTE IN DIE SUID-AFRIKAANSE SPOORWEGPOLISIEMAG"

To all to whom these presents may come:

Greeting!

Whereas the conditions under which "The Star for Merit in the South African Railways Police Force—Die Ster vir Verdienste in die Suid-Afrikaanse Spoorwegpolisiemag" may be awarded, are contained in a Warrant and the rules made thereunder and dated the 13th day of July, 1966;

And whereas I am desirous of amending the rules;

Now, therefore, under the powers vested in me by section 32 of the Railways and Harbours Service Act, 1960 (Act 22 of 1960), I do hereby declare that the said rules be amended by the substitution for rules 3, 4 and 5 of the following rules:

"3. The medal shall be of silver and shall consist of a five-pointed star with bevelled sides with an outline in silver of the Voortrekker Monument with a silver brace by means of which it is attached to the ribbon. The size of the medal shall be such as to permit of the points of the star being enclosed by a circle of thirty-eight and one-tenth of a millimetre in diameter. The star shall be placed on a radiant motif with bevelled rays and a round silver band four and four-tenths of a millimetre wide, divided into two levels, with the inner level edged on both sides with white enamel. On the obverse in the centre of the star shall be mounted an enamel medallion fourteen and three-tenths of a millimetre in diameter on which is depicted a laurel wreath of silver leaves on a round silver band, surrounding two composed hands shielding the flame of life, elevated in silver on a blue enamel background.

On the reverse of the decoration shall be depicted, in relief, the official badge of the South African Railways Police Force with the words 'Merit' and 'Verdienste' in capitals as circumscription, the former below and the latter above the badge.

5. Die balk, wat kragtens reël 7 toegeken kan word, is van vergulde silwer, een-en-dertig en agt-tiende millimeter lank en ses en vier-tiende millimeter breed, met 'n gebosseleerde gespe van vergulde silwer, waarop uitgebeeld is twee gekruisde weerligstrale op 'n sirkelvormige groen emaljeagtergrond in die middel daarvan. 'n Gespe wat met die voorgaande beskrywing ooreenstem, word uitgereik ten opsigte van elke balk wat toegeken word."

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Negende dag van September Eenduisend Negehonderd Een-en-sewentig.

J. J. FOUCHÉ, Staatspresident.

Op las van die Staatspresident-in-rade:

B. J. SCHOEMAN.

No. R. 1999

5 November 1971

BEVELSKRIF

VAN DIE STAATSPRESIDENT VAN DIE REPUBLIEK VAN SUID-AFRIKA OM DIE BEVELSKRIF WAARBY "DIE STER VIR VERDIENSTE IN DIE SUID-AFRIKAANSE SPOORWEGPOLISIEMAG—THE STAR FOR MERIT IN THE SOUTH AFRICAN RAILWAYS POLICE FORCE" INGESTEL IS, TE WYSIG

Aan almal wat hiervan kennis mag neem:

Saluut!

Nademaal die voorwaardes waarop "Die Ster vir Verdienste in die Suid-Afrikaanse Spoorwegpolisiemag—The Star for Merit in the South African Railway Police Force" toegeken kan word, vervat in 'n Bevelskrif en die reëls wat daarkragtens gemaak en die 13de dag van Julie 1966 gedateer is;

En nademaal ek begerig is om die reëls te wysig;

So is dit dat ek, kragtens die bevoegdheid my verleë by artikel 32 van die Wet op Spoorweg- en Hawediens 1960 (Wet 22 van 1960), hierby bepaal dat die vermeld reëls gewysig word deur reëls 3, 4 en 5 deur die volgende reëls te vervang:

"3. Die medalje is van silwer en bestaan uit 'n vyf puntige ster met afgeskuinste kante met 'n silwer buite lynbeeld van die Voortrekkermonument en 'n silwe beuel waaraan die lint geheg word. Die grootte van die medalje is sodanig dat die sterpunte deur 'n sirkel met 'n deursnee van agt-en-dertig en een-tiende millimeter omsluit kan word. Die ster is geplaas op 'n straalmotief met afgeskuinste strale en 'n sirkelvormige silwer band vier en vier-tiende millimeter breed, in twee vlakke verdeel, met die binneste vlak tussen twee sirkels van wit emalje. Op die voorkant in die middel van die ster is daar 'n emaljemedaljon met 'n deursnee van veertien en drie-tiende millimeter gemonteer, waarop uitgebeeld is 'n louterkrans van silwer blare op 'n sirkelvormige silwer band, wat twee gestileerde hande van verhefde silwer op 'n blou emaljeagtergrond wat die vlam van die lewe beskerm, omvleuel.

Op die keersy van die dekorasie word die amptelike kenteken van die Suid-Afrikaanse Spoorwegpolisiemag in reliëf uitgebeeld, met die woorde 'Verdienste' en 'Merit' in hoofletters as omskrif, eersgenoemde bo en laasgenoemde onder die kenteken.

4. The medal shall be pendent from a silk ribbon thirty-one and eight-tenths of a millimetre in width, with seven vertical divisions of black, white, blue, old-gold, blue, white and black stripes, one and six-tenths, seven and nine-tenths, eight-tenths, eleven and one-tenth, eight-tenths, seven and nine-tenths and one and six-tenths of a millimetre, respectively, in width.

5. The bar, which may be awarded in terms of rule 7 shall be of silver, thirty-one and eight-tenths of a millimetre long and six and four-tenths of a millimetre wide, with a round silver clasp in the centre thereof, in relief, on which shall be depicted two composed hands shielding a flame on a blue enamel background. A clasp corresponding to the aforementioned description shall be issued in respect of each bar awarded."

Given under my Hand and the Seal of the Republic of South Africa at Pretoria on this Ninth day of September, One thousand Nine hundred and Seventy-one.

J. J. FOUCHÉ, State President.

By Order of the State President-in-Council:

B. J. SCHOEMAN.

No. R. 2000

5 November 1971

WARRANT

BY THE STATE PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA TO AMEND THE WARRANT INSTITUTING "THE MEDAL FOR FAITHFUL SERVICE IN THE SOUTH AFRICAN RAILWAYS POLICE FORCE—DIE MEDALJE VIR TROUE DIENS IN DIE SUID-AFRIKAANSE SPOORWEG-POLISIEMAG"

To all to whom these presents may come:

Greeting!

Whereas the conditions under which "The Medal for Faithful Service in the South African Railways Police Force—DIE Medalje vir Troue Diens in die Suid-Afrikaanse Spoorwegpolisiemag" may be awarded, are contained in a Warrant and the rules made thereunder and dated the 13th day of July, 1966;

And whereas I am desirous of amending the rules;

Now, therefore, under the powers vested in me by section 32 of the Railways and Harbours Service Act, 1960 (Act 22 of 1960), I do hereby declare that the said rules be amended by the substitution for rules 3, 4 and 5 of the following rules:

"3. The medal shall be round, of bronze and shall measure thirty-eight and one-tenth of a millimetre in diameter, with an outline in bronze of the Voortrekker Monument with a bronze brace by means of which it is attached to the ribbon. On the obverse appears a bronze radiant motif with bevelled rays, and a bronze band four and four-tenths of a millimetre wide, divided into two levels, with the inner level edged on both sides with white enamel. In the centre thereof shall be mounted an enamel medallion, fourteen and three-tenths of a millimetre in diameter, on which is depicted a laurel-wreath with bronze leaves on a round bronze band, surrounding an ox-wagon in bronze, elevated on a red enamel background.

On the reverse of the medal shall be depicted, in relief, the official badge of the South African Railways Police Force, with the words 'Faithful Service' and 'Troue Diens' in capitals as circumscription, the former below and the latter above the badge.

4. Die medalje hang aan 'n sylint, een-en-dertig en agt-tiende millimeter breed, met sewe vertikale verdelings van swart, wit, blou, ou-goud, blou, wit en swart strepe onderskeidelik een en ses-tiende, sewe en nege-tiende, agt-tiende, elf en een-tiende, agt-tiende, sewe en nege-tiende en een en ses-tiende millimeter breed.

5. Die balk, wat kragtens reël 7 toegeken kan word, is van silwer, een-en-dertig en agt-tiende millimeter lank en ses en vier-tiende millimeter breed, met 'n sirkelvormige silwer gespe in reliëf in die middel daarvan, waarop uitgebeeld word twee gestileerde hande wat 'n vlam beskerm op 'n blou emailjagtergrond. 'n Gespe wat met die voorgaande beskrywing ooreenstem, word uitgereik ten opsigte van elke balk wat toegeken word."

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Negende dag van September Eenduisend Negehoenderd Een-en-sewentig.

J. J. FOUCHÉ, Staatspresident.

Op las van die Staatspresident-in-rade:

B. J. SCHOEMAN.

No. R. 2000

5 November 1971

BEVELSKRIF

VAN DIE STAATSPRESIDENT VAN DIE REPUBLIEK VAN SUID-AFRIKA OM DIE BEVELSKRIF WAARBY "DIE MEDALJE VIR TROUE DIENS IN DIE SUID-AFRIKAANSE SPOORWEG-POLISIEMAG—THE MEDAL FOR FAITHFUL SERVICE IN THE SOUTH AFRICAN RAILWAYS POLICE FORCE" INGESTEL IS, TE WYSIG

Aan almal wat hiervan kennis mag neem:

Saluut!

Nademaal die voorwaardes waarop "Die Medalje vir Troue Diens in die Suid-Afrikaanse Spoorwegpolisiemag—The Medal for Faithful Service in the South African Railways Police Force" toegeken kan word, vervat in 'n Bevelskrif en die reëls wat daarkragtens gemaak en die 13de dag van Julie 1966 gedateer is;

En nademaal ek begerig is om die reëls te wysig;

So is dit dat ek, kragtens die bevoegdheid my verleë by artikel 32 van die Wet op Spoorweg- en Hawediens, 1960 (Wet 22 van 1960), hierby bepaal dat die vermelde reëls gewysig word deur reëls 3, 4 en 5 deur die volgende reëls te vervang:

"3. Die medalje is van brons, rond en agt-en-dertig en een-tiende millimeter in deursnee, met 'n brons buite-lynbild van die Voortrekkermonument en 'n brons beul waaraan die lint geheg word. Op die voorkant verskyn 'n brons straalmotief met afgeskuinste strale en 'n sirkelvormige brons band vier en vier-tiende millimeter breed, in twee vlakke verdeel, met die binneste vlak tussen twee sirkels van wit emailje. In die middel is daar 'n emailjemedaljon met 'n deursnee van veertien en drie-tiende millimeter gemonteer, waarop uitgebeeld is 'n louterkrans van brons blare op 'n sirkelvormige brons band, wat 'n kakebeenwa van verhewe brons op 'n rooi emailjagtergrond omvleuel.

Op die keersy van die medalje word die amptelike kenteken van die Suid-Afrikaanse Spoorwegpolisiemag in reliëf uitgebeeld, met die woorde 'Troue Diens' en 'Faithful Service' in hoofletters as omskrif, eersgenoemde bo en laasgenoemde onder die kenteken.

4. The medal shall be pendent from a silk ribbon, thirty-one and eight-tenths of a millimetre in width, with seven vertical divisions of black, old-gold, red, white, red, old-gold and black stripes, respectively, one and six-tenths, seven and nine-tenths, eight-tenths, eleven and one-tenth, eight-tenths, seven and nine-tenths and one and six-tenths of a millimetre wide.

5. The bar which may be awarded in terms of rule 7 shall be of bronze, thirty-one and eight-tenths of a millimetre long and six and four-tenths of a millimetre wide, with the letters 'T.D.F.S.' embossed in ornamental script in the centre thereof. A bronze clasp, bearing the letters 'T.D.F.S.' in ornamental writing shall be issued in respect of each bar."

Given under my Hand and the Seal of the Republic of South Africa at Pretoria on this Ninth day of September, One thousand Nine hundred and Seventy-one.

J. J. FOUCHÉ, State President.

By Order of the State President-in-Council:

B. J. SCHOEMAN.

No. R. 2012

5 November 1971

TRAIN WORKING REGULATIONS

SCHEDULE OF AMENDMENTS

The amendments will come into operation on 1 February 1972.

Regulation 26 is hereby amended by substituting "300 metres" for "900 feet" in subclause (6).

Regulation 29 is hereby amended by substituting "400 metres" for "1,200 feet" in subclause (3).

Regulation 32 is hereby amended by substituting "400 metres" for "1,200 feet" in subclause (3).

Regulation 52 is hereby amended by substituting "800 metres" for "2,400 feet" where it appears in subclause (1) (b) and (c).

Regulation 52 is hereby further amended by substituting "metres" for "yards" where it appears in subclause (2) and "one metre" for "3' 6'" in the same subclause.

Regulation 53 is hereby amended by substituting "800 metres" for "2,400 feet" in subclause (1) (b).

Regulation 53 is hereby further amended by substituting "metres" for "yards" where it appears in subclause (2) and "one metre" for "3' 6'" in the same subclause.

Regulation 63 is hereby amended by substituting "kilometres" for "miles" in subclause (2) (a).

Regulation 63 is hereby further amended by substituting "metres" for "yards" in subclause (2) (b) and (c).

Regulation 64 is hereby amended by substituting "kilometres" for "miles" in subclause (2).

Regulation 70 is hereby amended by substituting "12 kilometres" for "eight miles" in subclause (2).

Regulation 75 is hereby amended by substituting "metres" for "yards".

Regulation 124 is hereby amended by substituting "metres" for "yards" in subclause (3).

Regulation 134 is hereby amended by substituting "mass" for "weight" in subclause (4).

Regulation 145 is hereby amended by substituting "five kilometres" for "three miles" in subclauses (1) and (2).

Regulation 180 is hereby amended by substituting "12 kilometres" for "eight miles".

Regulation 181 is hereby amended by substituting "mass" for "weight".

Regulation 185 is hereby amended by substituting "mass" for "weight".

Regulation 195 is hereby amended by substituting "two kilometres" for "one mile".

4. Die medalje hang aan 'n sylint, een-en-dertig en agt-tiende millimeter breed, met sewe vertikale verdeling van swart, ou-goud, rooi, wit, rooi, ou-goud en swart strepe, onderskeidelik een en ses-tiende, sewe en negen-tiende, agt-tiende, elf en een-tiende, agt-tiende, sewe en negen-tiende en een en ses-tiende millimeter breed.

5. Die balk, wat kragtens reël 7 toegeken kan word, is van brons, een-en-dertig en agt-tiende millimeter lank en ses en vier-tiende millimeter breed, met die letters 'T.D.F.S.' in sierskrif in die middel daarvan gebosseleer. 'n Brons gespe waarop die letters 'T.D.F.S.' in sierskrif verskyn, word uitgereik ten opsigte van elke balk wat toegeken word."

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Negende dag van September Eenduisend Negehoenderd Een-en-sewenti-

J. J. FOUCHÉ, Staatspresident.

Op las van die Staatspresident-in-rade:

B. J. SCHOEMAN.

No. R. 2012

5 November 1971

TREINBEDRYSREGULASIES WYSIGINGS

Die wysigings tree op 1 Februarie 1972 in werking.

Regulasie 26 word hierby gewysig deur "900 voet" in subklousule (6) deur "300 meter" te vervang.

Regulasie 29 word hierby gewysig deur "1,200 voet" in subklousule (3) deur "400 meter" te vervang.

Regulasie 32 word hierby gewysig deur "1,200 voet" in subklousule (3) deur "400 meter" te vervang.

Regulasie 52 word hierby gewysig deur "2,400 voet" waar dit voorkom in subklousule (1) (b) en (c) deur "800 meter" te vervang.

Regulasie 52 word hierby verder gewysig deur "jaarts" waar dit voorkom in subklousule (2) deur "meter" en "3' 6'" in dieselfde subklousule deur "een meter" te vervang.

Regulasie 53 word hierby gewysig deur "2,400 voet" in subklousule (1) (b) deur "800 meter" te vervang.

Regulasie 53 word hierby verder gewysig deur "jaarts" waar dit voorkom in subklousule (2) deur "meter" en "3' 6'" in dieselfde subklousule deur "een meter" te vervang.

Regulasie 63 word hierby gewysig deur "myl" in subklousule (2) (a) deur "kilometer" te vervang.

Regulasie 63 word hierby verder gewysig deur "jaarts" in subklousule (2) (b) en (c) deur "meter" te vervang.

Regulasie 64 word hierby gewysig deur "myl" in subklousule (2) deur "kilometer" te vervang.

Regulasie 70 word hierby gewysig deur "agt myl" in subklousule (2) deur "12 kilometer" te vervang.

Regulasie 75 word hierby gewysig deur "jaarts" deur "meter" te vervang.

Regulasie 124 word hierby gewysig deur "jaarts" in subklousule (3) deur "meter" te vervang.

Regulasie 134 word hierby gewysig deur "gewig" in subklousule (4) deur "massa" te vervang.

Regulasie 145 word hierby gewysig deur "drie myl" in subklousules (1) en (2) deur "vyf kilometer" te vervang.

Regulasie 180 word hierby gewysig deur "agt myl" deur "12 kilometer" te vervang.

Regulasie 181 word hierby gewysig deur "gewig" deur "massa" te vervang.

Regulasie 185 word hierby gewysig deur "gewig" deur "massa" te vervang.

Regulasie 195 word hierby gewysig deur "een myl" deur "twee kilometer" te vervang.

Regulation 220 is hereby amended by substituting "metres" for "yards" in subclause (1) (b).

Regulation 222 is hereby amended by substituting "kilometre points" for "mileages" in subclause (1) (e).

Regulation 224 is hereby amended by substituting "metres" for "yards" where it appears in this regulation.

Regulation 225 is hereby amended by substituting "six kilometres" for "four miles".

Regulation 226 is hereby amended by substituting "metres" for "yards" in subclauses (1) and (2) (b).

Regulation 227 is hereby amended by substituting "kilometre point" for "mileage" in the footnote to the specimen question and reply messages and manuscript authority in subclause (6).

Regulation 234 is hereby amended by substituting "metres" for "yards" in subclause (1) (a) and (b).

Regulation 235 is hereby amended by substituting "metres" for "yards" in subclause (6).

Regulation 235 is hereby further amended by substituting "metres" and "meter" for "yards" and "jaarts" respectively in the diagram at the end of subclause (6).

Regulation 236 is hereby amended by substituting "metres" for "yards".

Regulation 237 is hereby amended by substituting "metres" for "yards" in subclause (3).

Regulation 242 is hereby amended by substituting "25 kilometres" for "15 miles" in subclause (1) (a) and "12 kilometres" for "eight miles" in subclause (2) (b).

Regulation 242 is hereby further amended by substituting "metres" for "yards" where it appears in the regulation.

Regulation 253 is hereby amended—

by substituting "one kilometre" for "half a mile" in subclause (7) (a);

by substituting "one kilometre" for "half a mile" in subclause (7) (b) and "two metres" for "six feet" in the same subclause;

by substituting "one kilometre" for "half a mile" in subclause (7) (c);

by substituting "one kilometre" for "half a mile" in subclause (8) (a);

by substituting "one kilometre" for "half a mile" in subclause (8) (b) and "two metres" for "six feet" in the same subclause;

by substituting "one kilometre" for "half a mile" in subclause (8) (c) and "two metres" for "six feet" in the same subclause;

by substituting "one kilometre" for "half a mile" in subclause (8) (d);

by substituting "half a kilometre" for "a quarter of a mile" in subclause (13), "12 kilometres" for "eight miles" in the same subclause and "two metres" for "six feet" in the same subclause; and

by substituting the following paragraph for paragraph (c) of subclause (16):

"(c) The maximum gross load permitted on any one push trolley is 1 800 kilograms for 1 065 mm gauge and 1 400 kilograms for 610 mm gauge."

The specimen of form T392 is hereby amended by substituting "kilometre point" for "mileage" in the footnote.

Regulasie 220 word hierby gewysig deur "jaarts" in subklousule (1) (b) deur "meter" te vervang.

Regulasie 222 word hierby gewysig deur "mylpunte" in subklousule (1) (e) deur "kilometerpunte" te vervang.

Regulasie 224 word hierby gewysig deur "jaarts" waar dit in hierdie regulasie voorkom deur "meter" te vervang.

Regulasie 225 word hierby gewysig deur "vier myl" deur "ses kilometer" te vervang.

Regulasie 226 word hierby gewysig deur "jaarts" in subklousules (1) en (2) (b) deur "meter" te vervang.

Regulasie 227 word hierby gewysig deur "mylpunt" in die voetnoot van die voorbeeld van die vraagberig, die antwoordberig en die manuskriporder in subklousule (6) deur "kilometerpunt" te vervang.

Regulasie 234 word hierby gewysig deur "jaarts" in subklousule (1) (a) en (b) deur "meter" te vervang.

Regulasie 235 word hierby gewysig deur "jaarts" in subklousule (6) deur "meter" te vervang.

Regulasie 235 word hierby verder gewysig deur "jaarts" en "yards" in die diagram aan die end van subklousule (6) onderskeidelik deur "meter" en "metres" te vervang.

Regulasie 236 word hierby gewysig deur "jaarts" deur "meter" te vervang.

Regulasie 237 word hierby gewysig deur "jaarts" in subklousule (3) deur "meter" te vervang.

Regulasie 242 word hierby gewysig deur "15 myl" in subklousule (1) (a) deur "25 kilometer" en "agt myl" in subklousule (2) (b) deur "12 kilometer" te vervang.

Regulasie 242 word hierby verder gewysig deur "jaarts" waar dit in die regulasie voorkom deur "meter" te vervang.

Regulasie 253 word hierby gewysig deur—

"'n halfmyl" in subklousule (7) (a) deur "een kilometer" te vervang;

"'n halfmyl" in subklousule (7) (b) deur "een kilometer" en "ses voet" in dieselfde subklousule deur "twee meter" te vervang;

"'n halfmyl" in subklousule (7) (c) deur "een kilometer" te vervang;

"'n halfmyl" in subklousule (8) (a) deur "een kilometer" te vervang;

"'n halfmyl" in subklousule (8) (b) deur "een kilometer" en "ses voet" in dieselfde subklousule deur "twee meter" te vervang;

"'n halfmyl" in subklousule (8) (c) deur "een kilometer" en "ses voet" in dieselfde subklousule deur "twee meter" te vervang;

"'n halfmyl" in subklousule (8) (d) deur "een kilometer" te vervang;

"'n kwartmyl" in subklousule (13) deur "'n half-kilometer", "agt myl" in dieselfde subklousule deur "twaalf kilometer" en "ses voet" in dieselfde subklousule deur "twee meter" te vervang; en

paragraaf (c) van subklousule (16) deur die volgende paragraaf te vervang:

"(c) Die maksimum bruto vrag wat op 'n stoot-trolleie toegelaat word, is 1 800 kilogram vir 'n spoorwydte van 1 065 mm en 1 400 kilogram vir 'n spoorwydte van 610 mm."

Die voorbeeld van vorm T392 word hierby gewysig deur "mylafstand" in die voetnoot deur "kilometerpunt" te vervang.

DEPARTMENT OF SOCIAL WELFARE AND PENSIONS

No. R. 2011 5 November 1971

CORRECTION NOTICE

AMENDMENT TO THE REGULATIONS RELATING TO THE SOUTH AFRICAN POLICE AND PRISONS SERVICE PENSION FUND

In the English text of Government Notice R. 1913 dated 22 October 1971, published in *Government Gazette* 3296 (Regulation Gazette 1522) dated 22 October 1971 substitute for the figures 6,24 the figures 6,42.

DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING

No. R. 2023 5 November 1971

DECIDUOUS FRUIT SCHEME

NOTICE BY PRODUCERS OF DELIVERIES OF DECIDUOUS FRUIT FOR EXPORT

In terms of section 79 (c) of the Marketing Act, 1968 (No. 59 of 1968), I, Dirk Cornelis Hermanus Uys, Minister of Agriculture, hereby make known that the Deciduous Fruit Board, referred to in section 3 of the Deciduous Fruit Scheme, published by Proclamation R. 288 of 1962, as amended, has, in terms of section 22 of that Scheme, with my approval, and with effect from the date of publication hereof, issued the requirements as set out in the Schedule hereto, in substitution of the requirements published by Government Notice R. 1513 of 1970, which is hereby repealed.

D. C. H. UYS, Minister of Agriculture.

SCHEDULE

1. In this notice, unless inconsistent with the context, any word or expression to which a meaning has been assigned in the Deciduous Fruit Scheme, published by Proclamation R. 288 of 1962, as amended, shall have a corresponding meaning.

2. Each producer of deciduous fruit shall, in respect of the period of deliveries from 17 January 1972 to 4 June 1972, on the forms prescribed in the Annexures hereto, give notice to the Deciduous Fruit Board, P.O. Box 1298, Cape Town, on or before the Fridays specified in the first columns of the undermentioned tables, of (a) the total quantity and (b) the revised total quantity of each pack of peaches, plums, grapes, pears and apples, intended for export for sale by the said Board, which he intends to deliver to the said Board during the week from Monday to Sunday (both days inclusive), specified in the second columns directly opposite the relevant Fridays in the first columns and named and numbered as shown in the third columns of the said tables.

DEPARTEMENT VAN VOLKSWELSYN EN PENSIOENE

No. R. 2011 5 November 1971

KORREKSIEKENNISGEWING

WYSIGING VAN DIE REGULASIES BETREFFENDE DIE SUID-AFRIKAANSE POLISIE- EN GEVANG-ENISDIENSPENSIOENFONDS

In die Engelse teks van Goewermentskennisgewing R. 1913 gedateer 22 Oktober 1971 wat in *Staatskoerant* 3296 (Regulasiekoerant 1522) gedateer 22 Oktober 1971 verskyn het, vervang die syfers 6,24 deur die syfers 6,42.

DEPARTEMENT VAN LANDBOU-EKONOMIE EN -BEMARKING

No. R. 2023 5 November 1971

SAGTEVRUGTESKEMA

KENNISGEWING DEUR PRODUSENTE VAN LEWERINGS VAN SAGTEVRUGTE VIR UITVOER

Kragtens artikel 79 (c) van die Bemakingswet, 1968 (No. 59 van 1968), maak ek, Dirk Cornelis Hermanus Uys, Minister van Landbou, hierby bekend dat die Sagtevrugteraad, genoem in artikel 3 van die Sagtevrugteskema, afgekondig by Proklamasie R. 288 van 1962, soos gewysig, kragtens artikel 22 van genoemde Skema met my goedkeuring en met ingang van die datum van publikasie hiervan, die lasgewings soos in die Bylae hiervan uiteengesit, uitgereik het ter vervanging van die voorskrif afgekondig by Goewermentskennisgewing R. 1513 van 1970, wat hierby herroep word.

D. C. H. UYS, Minister van Landbou.

BYLAE

1. In hierdie kennisgewing, tensy uit die samehang anders blyk, het 'n woord of uitdrukking waaraan in die Sagtevrugteskema, afgekondig by Proklamasie R. 288 van 1962, soos gewysig, 'n betekenis geheg is, 'n ooreenstemmende betekenis.

2. Elke produsent van sagtevrugte moet ten opsigte van die tydperk van lewering vanaf 17 Januarie 1972 tot 4 Junie 1972, op die vorms voorgeskrif in die Aanhangsels hiervan kennis gee aan die Sagtevrugteraad, Posbus 1298 Kaapstad, op of voor die Vrydae aangedui in die eerste kolom van die onderstaande tabelle, van (a) die totale hoeveelheid en (b) die hersiene totale hoeveelheid van elke verpakking perskes, pruime, druiwe, pere en appels, bestemd vir uitvoer vir verkoop deur genoemde Raad, wat hy van voorneme is om aan genoemde Raad te lewer gedurende die week vanaf Maandag tot Sondag (albei dae ingesluit) aangedui in die tweede kolom reg teenoor die betrokke Vrydae in die eerste kolom en benaam en genomme soos aangedui in die derde kolom van genoemde tabelle.

TABLE I

TIMES OF NOTIFICATION AND PERIODS OF DELIVERIES
FOR PEACHES, PLUMS, GRAPES, PEARS AND APPLES

Friday on or before which notification form (see Annexure I) must be received by the Board	Week during which deliveries to the Board of quantities of peaches, plums, grapes, pears and apples, intended for export by the Board, are intended to take place	Intake week No.
	1972 From To (both days inclusive)	
19 November 1971...	17 January-23 January.....	3
26 November 1971...	24 January-30 January.....	4
3 December 1971....	31 January-6 February.....	5
10 December 1971....	7 February-13 February.....	6
17 December 1971....	14 February-20 February.....	7
24 December 1971....	21 February-27 February.....	8
31 December 1971....	28 February-5 March.....	9
7 January 1972.....	6 March-12 March.....	10
14 January 1972.....	13 March-19 March.....	11
21 January 1972.....	20 March-26 March.....	12
28 January 1972.....	27 March-2 April.....	13
4 February 1972....	3 April-9 April.....	14
11 February 1972....	10 April-16 April.....	15
18 February 1972....	17 April-23 April.....	16
25 February 1972....	24 April-30 April.....	17
3 March 1972.....	1 May-7 May.....	18
10 March 1972.....	8 May-14 May.....	19
17 March 1972.....	15 May-21 May.....	20
24 March 1972.....	22 May-28 May.....	21
31 March 1972.....	29 May-4 June.....	22

TABLE II

TIMES OF REVISED NOTIFICATIONS AND PERIODS OF
DELIVERIES

Friday on or before which revised notifi- cation form (see Annexure II) must be received by the Board	Week during which deliveries to the Board of quantities of peaches, plums, grapes, pears and apples, intended for export by the Board, are intended to take place	Intake week No.
	1972 From To (both days inclusive)	
31 December 1971....	17 January-23 January.....	3
7 January 1972.....	24 January-30 January.....	4
14 January 1972.....	31 January-6 February.....	5
21 January 1972.....	7 February-13 February.....	6
28 January 1972.....	14 February-20 February.....	7
4 February 1972....	21 February-27 February.....	8
11 February 1972....	28 February-5 March.....	9
18 February 1972....	6 March-12 March.....	10
25 February 1972....	13 March-19 March.....	11
3 March 1972.....	20 March-26 March.....	12
10 March 1972.....	27 March-2 April.....	13
17 March 1972.....	3 April-9 April.....	14
24 March 1972.....	10 April-16 April.....	15
31 March 1972.....	17 April-23 April.....	16
7 April 1972.....	24 April-30 April.....	17
14 April 1972.....	1 May-7 May.....	18
21 April 1972.....	8 May-14 May.....	19
28 April 1972.....	15 May-21 May.....	20
5 May 1972.....	22 May-28 May.....	21
12 May 1972.....	29 May-4 June.....	22

TABEL I

TYE VAN KENNISGEWING EN TYDPERKE VAN AFLEWE-
RINGS VAN PERSKES, PRUIME, DRUIWE, PERE EN
APPELS

Vrydag waarop of waarvoor kennis- gewingvorm (sien Aanhangsel I) deur die Raad ontvang moet word	Week waartydens lewerings aan die Raad van hoeveelhede perskes, pruime, druiwe, pere en appels, bestem vir uitvoer deur die Raad, bedoel is om te geskeid	Inname- weekno.
	1972 Van Tot (albei dae ingesluit)	
19 November 1971..	17 Januarie-23 Januarie.....	3
26 November 1971..	24 Januarie-30 Januarie.....	4
3 Desember 1971....	31 Januarie-6 Februarie.....	5
10 Desember 1971....	7 Februarie-13 Februarie.....	6
17 Desember 1971....	14 Februarie-20 Februarie.....	7
24 Desember 1971....	21 Februarie-27 Februarie.....	8
31 Desember 1971....	28 Februarie-5 Maart.....	9
7 Januarie 1972....	6 Maart-12 Maart.....	10
14 Januarie 1972....	13 Maart-19 Maart.....	11
21 Januarie 1972....	20 Maart-26 Maart.....	12
28 Januarie 1972....	27 Maart-2 April.....	13
4 Februarie 1972....	3 April-9 April.....	14
11 Februarie 1972....	10 April-16 April.....	15
18 Februarie 1972....	17 April-23 April.....	16
25 Februarie 1972....	24 April-30 April.....	17
3 Maart 1972.....	1 Mei-7 Mei.....	18
10 Maart 1972.....	8 Mei-14 Mei.....	19
17 Maart 1972.....	15 Mei-21 Mei.....	20
24 Maart 1972.....	22 Mei-28 Mei.....	21
31 Maart 1972.....	29 Mei-4 Junie.....	22

TABEL II

TYE VAN HERSIENE KENNISGEWINGS EN TYDPERKE
VAN AFLEWERINGS

Vrydag waarop of waarvoor hersiene kennisgewingvorm (sien Aanhangsel II) deur die Raad ontvang moet word	Week waartydens lewerings aan die Raad van hoeveelhede perskes, pruime, druiwe, pere en appels, bestem vir uitvoer deur die Raad, bedoel is om te geskeid	Inname- weekno.
	1972 Van Tot (albei dae ingesluit)	
31 Desember 1971....	17 Januarie-23 Januarie.....	3
7 Januarie 1972....	24 Januarie-30 Januarie.....	4
14 Januarie 1972....	31 Januarie-6 Februarie.....	5
21 Januarie 1972....	7 Februarie-13 Februarie.....	6
28 Januarie 1972....	14 Februarie-20 Februarie.....	7
4 Februarie 1972....	21 Februarie-27 Februarie.....	8
11 Februarie 1972....	28 Februarie-5 Maart.....	9
18 Februarie 1972....	6 Maart-12 Maart.....	10
25 Februarie 1972....	13 Maart-19 Maart.....	11
3 Maart 1972.....	20 Maart-26 Maart.....	12
10 Maart 1972.....	27 Maart-2 April.....	13
17 Maart 1972.....	3 April-9 April.....	14
24 Maart 1972.....	10 April-16 April.....	15
31 Maart 1972.....	17 April-23 April.....	16
7 April 1972.....	24 April-30 April.....	17
14 April 1972.....	1 Mei-7 Mei.....	18
21 April 1972.....	8 Mei-14 Mei.....	19
28 April 1972.....	15 Mei-21 Mei.....	20
5 Mei 1972.....	22 Mei-28 Mei.....	21
12 Mei 1972.....	29 Mei-4 Junie.....	22

ANNEXURE I

To the Deciduous Fruit Board
NOTIFICATION FORM

IMPORTANT

To be received by:

The Deciduous Fruit Board
P.O. Box 1298
Cape Town

on or before Friday,

19

(Impress your personal rubber
stamp here)

I, _____
hereby give notice that I intend to deliver, during the week stated hereunder, to the Deciduous Fruit Board, at the Table Bay Docks area/Port Elizabeth Docks area*, the understated quantities of peaches, plums, grapes, pears and apples for export by the said Board.

Week ending on	Intake week No.	(31) Peach, single-layer trays	(41) Plum, single-layer trays	(42) Plum, double-layer trays
		(71) Grape, 102-mm boxes	(72) Grape, 114-mm boxes	(73) Grape, 127-mm boxes
		(51) Pear, trays	(54) Pear, cases	(58) Pear, cartons
				(88) Apple, cartons

Date

Signature of producer or
authorised representative

ANNEXURE II

To the Deciduous Fruit Board
REVISED NOTIFICATION
FORM

IMPORTANT

To be received by:

The Deciduous Fruit Board
P.O. Box 1298
Cape Town

on or before Friday,

19

(Impress your personal rubber
stamp here)

I, _____
hereby tender my revised notification of the quantities of peaches, plums, grapes, pears and apples that I intend to deliver, during the week stated hereunder, to the Deciduous Fruit Board at the Table Bay Docks area/Port Elizabeth Docks area*, for export by the said Board.

* Delete area not applicable.

AANHANGSEL I

Aan die Sagtevrugteraad

KENNISGEWINGVORM

BELANGRIK

Moet deur:

Die Sagtevrugteraad
Posbus 1298
Kaapstad

ontvang word op of voor Vrydag,

19

(Druk u persoonlike rubberstempel
hier)

Ek,

gee hiermee kennis dat ek voornemens is om gedurende die week hieronder genoem, aan die Sagtevrugteraad te lewer, by die Tafelbaai-dokkegebied/Port Elizabethdokkaagebied*, die ondergenoemde hoeveelhede perskes, pruime, druiwe, pere en appels, bestem vir uitvoer vir verkoop deur genoemde Raad.

Week eindigende op	Inname-weekno.	(31) Perske, enkellaag-kissies	(41) Pruim, enkellaag-kissies	(42) Pruim, dubbellaag-kissies
		(71) Druuwe, 102-mm-kissies	(72) Druuwe, 114-mm-kissies	(73) Druuwe, 127-mm-kissies
		(51) Peer, platkissies	(54) Peer, kiste	(58) Peer, kar-tonne
				(88) Appel, kar-tonne

Datum

Handtekening van produsent of
gemagtigde verteenwoordiger

AANHANGSEL II

Aan die Sagtevrugteraad

HERSIENE KENNISGEWING-
VORM

BELANGRIK

Moet deur:

Die Sagtevrugteraad
Posbus 1298
Kaapstad

ontvang word op of voor Vrydag,

19

(Druk u persoonlike rubberstempel
hier)

Ek,

verstrek hiermee my hersiene kennisgewing van die hoeveelhede perskes, pruime, druiwe, pere en appels, wat ek voornemens is om gedurende die week hieronder genoem aan die Sagtevrugteraad by die Tafelbaaidokkaagebied/Port Elizabethdokkaagebied* vir uitvoer deur genoemde Raad, te lewer.

* Skrap gebied wat nie van toepassing is nie.

Week ending on	Intake week No.	(31) Peach, single-layer trays	(41) Plum, single-layer trays	(42) Plum, double-layer trays
		(71) Grape, 102-mm boxes	(72) Grape, 114-mm boxes	(73) Grape, 127-mm boxes
		(51) Pear, trays	(54) Pear, cases	(58) Pear, cartons
				(88) Apple, cartons

Date

Signature of producer or authorised representative

No. R. 2024

5 November 1971

DECIDUOUS FRUIT SCHEME CONTROL OF INTRODUCTION OF DECIDUOUS FRUIT INTO CERTAIN AREAS

In terms of section 79 (c) of the Marketing Act, 1968 (No. 59 of 1968), I, Dirk Cornelis Hermanus Uys, Minister of Agriculture, hereby make known that the Deciduous Fruit Board, referred to in section 3 of the Deciduous Fruit Scheme, published by Proclamation R. 288 of 1962, as amended, has in terms of section 17 (s) of that Scheme—

(a) determined the following quantities as the maximum quantities (cubic metres) of deciduous fruit of the kinds peaches, plums, grapes, pears and apples, intended for export for sale by the said Board, which may, during any week from Monday to Sunday (both days inclusive), during the period from 17 January 1972 to 4 June 1972 (both dates inclusive), be brought into the following areas:

Table Bay Docks area : 50 000 cubic metres;
Port Elizabeth Docks area : 14 000 cubic metres; and

(b) for the purposes of the said determination—

(i) defined the said areas as follows:

“Table Bay Docks area” means the Cape Town harbours area under the control of the South African Railways and Harbours Administration; and

“Port Elizabeth Docks area” means the Port Elizabeth harbour area under the control of the South African Railways and Harbours Administration; and

(ii) declared the quantity stated opposite the relevant type of pack as the cubic metres equivalent in the following table to the number of packages thereof which occupy one cubic metre:

Week eindigende op	Inname-weekno.	(31) Perskes, enkellaag-kissies	(41) Pruime, enkellaag-kissies	(42) Pruime, dubbellaag-kissies
		(71) Druive, 102-mm-kissies	(72) Druive, 114-mm-kissies	(73) Druive, 127-mm-kissies
		(51) Pere, platkissies	(54) Pere, kiste	(58) Pere, kar- tonne
				(88) Appels, kar- tonne

Datum

Handtekening van produsent of gemagtigde verteenwoordiger

No. R. 2024

5 November 1971

SAGTEVRUGTESKEMA BEHEER OOR INBRING VAN SAGTEVRUGTE IN SEKERE GEBIEDE

Kragtens artikel 79 (c) van die Bemarkingswet, 1968 (No. 59 van 1968), maak ek, Dirk Cornelis Hermanus Uys, Minister van Landbou, hierby bekend dat die Sagtevrugteraad, genoem in artikel 3 van die Sagtevrugteskema, afgekondig by Proklamasie R. 288 van 1962, soos gewysig, kragtens artikel 17 (s) van daardie skema—

(a) die volgende hoeveelhede bepaal het as die grootste hoeveelhede (kubieke meter) sagtevrugte van die soorte perskes, pruime, druive, pere en appels, bestem vir uitvoer vir verkoop deur die genoemde Raad, wat gedurende enige week vanaf Maandag tot Sondag (albei dae ingesluit), gedurende die tydperk vanaf 17 Januarie 1972 tot 4 Junie 1972 (albei datums ingesluit), in die volgende gebiede ingebring mag word:

Tafelbaaidokkegebied : 50 000 kubieke meter;
Port Elizabethdokkegebied : 14 000 kubieke meter; en

(b) vir die doeleindes van genoemde bepaling—

(i) genoemde gebiede soos volg omskryf het:

“Tafelbaaidokkegebied”, beteken die Kaapstadse hawegebied onder die beheer van die Suid-Afrikaanse Spoorweë- en Hawensadministrasie; en

“Port Elizabethdokkegebied”, beteken die Port Elizabethse hawegebied onder die beheer van die Suid-Afrikaanse Spoorweë- en Hawensadministrasie; en

(ii) verklaar het dat die hoeveelheid teenoor die betrokke soort verpakking as die kubieke meter ekwivalent in die volgende tabel aangegee, die getal houe daarvan is wat een kubieke meter beslaan:

TABLE
FACTORS TO CONVERT PACKAGES INTO CUBIC METRES
1971/72

Kind of fruit	Type of pack	Cubic metres equivalent
Peach.....	Single-layer tray.....	70,54
Plum.....	Single-layer tray.....	84,15
Plum.....	Double-layer tray.....	65,00
Grape.....	102-mm box.....	60,35
Grape.....	114-mm box.....	54,47
Grape.....	127-mm box.....	49,75
Pear.....	Tray.....	74,18
Pear.....	Case.....	23,84
Pear.....	Carton.....	31,76
Apple.....	Carton.....	18,88

And I hereby further, in terms of section 75 (2) of the Marketing Act, 1968 (No. 59 of 1968), impose the prohibitions and prescribe the procedure and conditions set out in the Schedule hereto and the form set out in the Annexure thereto, for the purpose of rendering effective the above decisions of the said Board.

This notice shall come into operation on the date of publication hereof in substitution of Government Notice R. 1514 of 11 September 1970, which is hereby repealed.

D. C. H. UYS, Minister of Agriculture.

SCHEDULE

1. (1) In this Schedule, unless inconsistent with the context, any word or expression to which a meaning has been assigned in the Deciduous Fruit Scheme, published by Proclamation R. 288 of 1962, as amended, shall have a corresponding meaning, and—

“defined area” means the Table Bay Docks area or the Port Elizabeth Docks area as defined above;

“week” means a week calculated from Monday to Sunday, both days inclusive.

(2) For the purposes of this Schedule—

(a) deciduous fruit accepted by the South African Railways and Harbours Administration for conveyance on behalf of a producer to a defined area, shall be deemed to have been introduced by that producer into the defined area concerned during the week in which it was so accepted, except in the case of deciduous fruit which was so accepted on a Sunday, which fruit shall be deemed to have been so introduced during the immediately succeeding week; and

(b) deciduous fruit submitted by a producer, with the approval of the Board for approval for export in terms of the Agricultural Produce Export Act, 1971 (No. 51 of 1971), at an intake point other than a defined area, shall be deemed to have been introduced into a defined area during the week in which it was so submitted for approval at such intake point, except in the case of deciduous fruit which was so submitted for approval at such intake point on a Sunday, which fruit shall be deemed to have been so introduced during the immediately succeeding week.

2. No producer shall, during the period from 17 January 1972 to 4 June 1972 (both days inclusive), introduce into a defined area deciduous fruit of the kinds peaches, plums, grapes, pears and apples intended for export for sale by the Board, except under the authority of a permit issued by the Board or otherwise than in accordance with the conditions subject to which such permit is issued.

TABEL
FAKTORE VIR OMREKENING VAN HOUERS NA KUBIEKE
METER
1971/72

Soort vrug	Soort verpakking	Kubieke meter-ekwivalent
Perske.....	Enkellaagkissie.....	70,54
Pruim.....	Enkellaagkissie.....	84,15
Pruim.....	Dubbellaagkissie.....	65,00
Druive.....	102-mm-kissie.....	60,35
Druive.....	114-mm-kissie.....	54,47
Druive.....	127-mm-kissie.....	49,75
Peer.....	Platkissie.....	74,18
Peer.....	Kis.....	23,84
Peer.....	Karton.....	31,76
Appel.....	Karton.....	18,88

En voorts, kragtens artikel 75 (2) van die Bemarkingswet, 1968 (No. 59 van 1968), lê ek hierby die verbodsbepalings op en skryf ek hierby die prosedure en voorwaardes voor soos in die Bylae uiteengesit en die vorm soos in die Aanhangsel daarvan uiteengesit ten einde die bogenoemde besluite van die genoemde Raad doeltreffend te maak.

Hierdie kennisgewing tree in werking op die datum van publikasie hiervan ter vervanging van Goewermentskennisgewing R. 1514 van 11 September 1970, wat hierb herroep word.

D. C. H. UYS, Minister van Landbou.

BYLAE

1. (1) In hierdie Bylae, tensy uit die samehang ander blyk, het 'n woord of uitdrukking waaraan in die Sagte vrugteskema, afgekondig by Proklamasie R. 288 van 1962 soos gewysig, 'n betekenis geheg is, 'n ooreenstemmend betekenis en beteken—

“omskrewe gebied”, die Tafelbaaidokkegebied of die Port Elizabethdokkegebied, soos hierbo omskryf;

“week”, 'n week gereken vanaf Maandag tot Sondag albei dae ingesluit.

(2) By die toepassing van hierdie Bylae—

(a) word sagtevrugte wat deur die Suid-Afrikaanse Spoorweë- en Hawensadministrasie aangeneem is vir vervoer, ten behoeve van 'n produsent, na 'n omskrew gebied, geag deur daardie produsent in die betrokke omskrew gebied inbring te gewees het gedurende die week waarin dit aldus aangeneem is, behalwe in die geval van sagtevrugte wat aldus aangeneem is op 'n Sondag, watter vrugte geag word gedurende die onmiddellik daaropvolgende week aldus inbring te gewees het; en

(b) word sagtevrugte wat met die goedkeuring van die Raad, by 'n innameplek ander as 'n omskrew gebied deur 'n produsent aangebied is vir goedkeuring vir uitvoer kragtens die Wet op Uitvoer van Landbou produkte, 1971 (No. 51 van 1971), geag in 'n omskrew gebied inbring te gewees het gedurende die week waarin dit by sodanige innameplek aldus vir goedkeuring aangebied is, behalwe in die geval van sagte vrugte wat by sodanige innameplek aldus aangebied is vir goedkeuring op 'n Sondag, watter vrugte geag word gedurende die onmiddellik daaropvolgende week inbring te gewees het.

2. Geen produsent mag gedurende die tydperk vanaf 17 Januarie 1972 tot 4 Junie 1972 (albei datums ingesluit) sagtevrugte van die soorte perskes, pruime, druiwe, peer en appels bestem vir uitvoer vir verkoop deur die Raad in 'n omskrew gebied inbring nie, behalwe op gesag van 'n permit deur die Raad uitgereik of anders as ooreenkomstig die voorwaardes waaronder so 'n permit uitgereik is.

3. Application for a permit in respect of any week within the period specified in clause 2, shall be made to the Board on or before the Friday specified in the first column of Table I in the Schedule to Government Notice R. 2023 of 1971, opposite the relevant week shown in the second column of that table, and completion and submission to the Board in accordance with the Board's requirement published in the said Schedule of the notification form specified in the Annexure to that Schedule, shall be regarded as an application for a permit to introduce into such defined area, during such week, the cubic metres equivalent of such quantities of deciduous fruit intended for sale by the Board as are shown on the said notification form.

4. A permit for the introduction into a defined area of a stated quantity (cubic metres) of deciduous fruit intended for export for sale by the Board shall be in the form prescribed in the Annexure hereto and shall be issued subject to the following conditions:

(a) That the Board shall have the right to increase or decrease the quantity specified in a permit in respect of any week;

(b) that the Board may cancel the quantity specified in a permit in respect of any week should the Perishable Products Export Control Board, referred to in section 1 of the Perishable Products Export Control Act, 1926 (No. 53 of 1926), at any time find itself unable to accept for shipment, in terms of that Act, any deciduous fruit for which the Deciduous Fruit Board has issued permits in terms of clause 2 of this Schedule, or should the South African Railways and Harbours Administration be unable to take in such deciduous fruit into the precooling stores at the Table Bay or Port Elizabeth Docks; and

(c) that the quantity specified in any permit shall be additional to any quantity of deciduous fruit which was introduced under that permit into a defined area but which was rejected for export in terms of the Agricultural Produce Export Act, 1971 (No. 51 of 1971).

3. Aansoek om 'n permit ten opsigte van 'n week in die tydperk omskryf in klousule 2, moet by die Raad gedoen word, op of voor die Vrydag aangedui in die eerste kolom van Tabel I in die Bylae van Goewermentskennisgewing R. 2023 van 1971, teenoor die betrokke week aangetoon in die tweede kolom van daardie tabel, en voltooiing en voorlegging aan die Raad ooreenkomstig die Raad se lasgewing afgekondig in genoemde Bylae van die kennisgewingvorm omskryf in die Aanhangsel tot daardie Bylae, sal beskou word as 'n aansoek om 'n permit om in sodanige omskrewe gebied, gedurende sodanige week, die kubieke meter ekwivalent van sodanige hoeveelhede sagtevrugte bestem vir uitvoer vir verkoop deur die Raad as wat op die kennisgewingvorm aangetoon is, in te bring.

4. 'n Permit vir die inbring in 'n omskrewe gebied van 'n gemelde hoeveelheid (kubieke meter) sagtevrugte bestem vir uitvoer vir verkoop deur die Raad moet in die vorm wees in die Aanhangsel hierby voorgeskryf en word uitgereik onderworpe aan die volgende voorwaardes:

(a) Dat die Raad die reg sal hê om die hoeveelheid gespesifiseer in 'n permit ten opsigte van enige week, te vermeerder of te verminder;

(b) dat die Raad die hoeveelheid gespesifiseer in 'n permit ten opsigte van enige week kan kanselleer as die Raad van Toesig op die Uitvoer van Bederfbare Produkte, genoem in artikel 1 van die Wet op Reëling van Uitvoer van Bederfbare Produkte, 1926 (No. 53 van 1926), dit te eniger tyd onmoontlik vind om enige sagtevrugte waarvoor die Sagtevrugteraad permitte kragtens klousule 2 van hierdie Bylae uitgereik het, ingevolge daardie Wet vir verskeping aan te neem, of as die Suid-Afrikaanse Spoorweë- en Hawensadministrasie nie sodanige sagtevrugte in die voorverkoelingsloodse by die Tafelbaaidokke of Port Elizabethdokka kan inneem nie; en

(c) dat die hoeveelheid gespesifiseer in 'n permit addisioneel is tot enige hoeveelheid sagtevrugte wat kragtens daardie permit in 'n omskrewe gebied ingebring is maar wat kragtens die Wet op Uitvoer van Landbouprodukte, 1971 (No. 51 van 1971), vir uitvoer afgekeur is.

ANNEXURE

PERMIT

From the Deciduous Fruit Board.

TO INTRODUCE DECIDUOUS FRUIT INTO THE TABLE BAY DOCKS AREA OR THE PORT ELIZABETH DOCKS AREA

To

Permit No. _____

A/c No.	Farm No.						*Docks area
Week ending on	Intake week No.	Cubic metres in words					Cubic metres in figures
		Thousands	Hundreds	Tens	Units	Dec.	

Remarks:

Van die Sagtevrugteraad.

AANHANGSEL

PERMIT

OM SAGTEVRUGTE IN DIE TAFELBAAIDOKKEGEBIED OF DIE PORT ELIZABETHDOKKEGEBIED IN TE BRING

Aan

Permit No.

Rek.-no.	Plaasno.	*Dokkegebied				
Week eindigende op	Inname-week-no.	Kubieke meter in woorde				Kubieke meter in syfers
		Duisende	Honderde	Tiene	Eenhede	Des.

Opmerkings:

You are hereby authorised to introduce *only the above-stated cubic metres* of deciduous fruit intended for export for sale by the Deciduous Fruit Board, into the Table Bay Docks area/Port Elizabeth Docks area* during the week stated above.

This permit is issued subject to the conditions prescribed by Government Notice R. 2023 of 1971, and it serves as notification that any other authorisation issued by the Deciduous Fruit Board in respect of deliveries during the above-stated week of fruit intended for export for sale by the said Board, is hereby cancelled. This permit is transferable subject to the conditions prescribed in paragraph 4 of the Schedule to the afore-mentioned Government Notice.

.....
General Manager, per *pro* Deciduous
Fruit Board.

U word hierby gemagtig om *slegs bovermelde kubieke meter* sagtevrugte bestem vir uitvoer vir verkoop deur die Sagtevrugteraad, gedurende bovermelde week in die Tafelbaaidokkegebied/Port Elizabethdokkegebied* in te bring.

Hierdie permit word uitgereik onderworpe aan die voorwaardes voorgeskryf by Goewermentskennisgewing R. 2023 van 1971, en dien as kennisgewing dat alle ander magtigings deur die Sagtevrugteraad uitgereik te opsigte van lewerings gedurende bogenoemde week van sagtevrugte bestem vir uitvoer vir verkoop deur genoemde Raad, hiermee gekanselleer word. Hierdie permit is ook draagbaar onderworpe aan die voorwaardes soos uiteengesit in paragraaf 4 van die Bylae by voorgenoemde Goewermentskennisgewing.

.....
Hoofbestuurder, per *pro* Sagtevrugteraad

Buy National Savings Certificates

Koop Nasionale Spaarsertifikate

YOUR SAVINGS EARN

4%

INTEREST PER ANNUM

IN THE

POST OFFICE SAVINGS BANK

DEPOSITS AND WITHDRAWALS CAN BE MADE
AT ANY ONE OF MORE THAN 1,600 POST OFFICES
IN THE REPUBLIC OF SOUTH AFRICA AND SOUTH
WEST AFRICA, IRRESPECTIVE OF WHERE YOUR
ACCOUNT WAS ORIGINALLY OPENED.

U SPAARGELD VERDIEN

4%

RENTE PER JAAR

IN DIE

POSSPAARBANK

DEPOSITO'S EN OPVRAGINGS KAN GEDOEN
WORD BY ENIGEEN VAN MEER AS 1,600 POS-
KANTORE IN DIE REPUBLIEK VAN SUID-AFRIKA
EN SUIDWES-AFRIKA, AFGESIEN VAN WAAR U
REKENING OORSPRONKLIK GEOPEN IS.

CONTENTS

No.	PAGE
PROCLAMATIONS	
R. 245. Control of the export of deciduous fruit	1
R. 246. Potato Scheme: Amendment	2
R. 247. Chicory Control Scheme: Amendment ...	2
GOVERNMENT NOTICES	
Agricultural Economics and Marketing, Department of	
GOVERNMENT NOTICES	
R.1990. Regulations relating to the grading of Bon Chretien pears	3
R.1991. Regulations relating to the grading of fresh clingstone peaches	5
R.1992. Regulations relating to the grading of fresh apricots	7
R.1993. Price of flour, meal, semolina and self raising flour: Correction	9
R.2022. Refusal to take delivery for sale of certain classes of peaches	9
R.2023. Notice by producers of deliveries of of deciduous fruit for export	94
R.2024. Control of introduction of deciduous fruit into certain areas	97
Bantu Education, Department of	
GOVERNMENT NOTICE	
R.2001. Statute of the University of Fort Hare ...	78
Commerce, Department of	
GOVERNMENT NOTICES	
R.1983. Regulation of Monopolistic Conditions, 1955	9
Defence, Department of	
GOVERNMENT NOTICE	
R.2007. Amendments to the regulations for the European Auxiliary Service	55
Justice, Department of	
GOVERNMENT NOTICE	
R.2021. Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court ...	56
Labour, Department of	
GOVERNMENT NOTICES	
R.1984. Clothing Industry, Cape: Amendment of Agreement for the Knitting Division ...	61
R.1985. Clothing Industry, Cape: Amendment of Agreement for the Ladies Hosiery Division	63
R.1986. Clothing Industry, Cape: Amendment of Main Agreement	64
National Education, Department of	
GOVERNMENT NOTICE	
R.1987. Universities Act, 1955, University of Stellenbosch: Amendment of Statute	65
Railways and Harbours, Department of	
GOVERNMENT NOTICES	
R.1988. Staff Regulations Schedule of Amendment	87
R.1989. Warrant	88
R.1998. Warrant	89
R.1999. Warrant	90
R.2000. Warrant	91
R.2012. Train Working Regulations: Schedule of amendments	92
Social Welfare and Pensions, Department of	
GOVERNMENT NOTICE	
R.2011. Amendment to the regulations relating to the South African Police and Prisons Service Pension Fund	94

INHOUD

No.	BLADSY
PROKLAMASIES	
R. 245. Beheer oor die uitvoer van sagtevrugte	1
R. 246. Aartappelskema: Wysiging	2
R. 247. Sigoreireelingskema: Wysiging	2
GOEWERMENSKENNISGEWINGS	
Arbeid, Departement van	
GOEWERMENSKENNISGEWINGS	
R.1984. Klerasienywerheid, Kaap: Wysiging van Ooreenkoms vir die Brei-afdeling	61
R.1985. Klerasienywerheid, Kaap: Wysiging van Ooreenkoms vir die Dameskouse-afdeling	63
R.1986. Klerasienywerheid, Kaap: Wysiging van Hofooreenkoms	64
Bantoe-onderwys, Departement van	
GOEWERMENSKENNISGEWING	
R.2001. Statuut van die Universiteit van Fort Hare	78
Handel, Departement van	
GOEWERMENSKENNISGEWING	
R.1983. Wet op Reëling van Monopolistiese Toestande, 1955	9
Justisie, Departement van	
GOEWERMENSKENNISGEWING	
R.2021. Reëls waarby die verrigtings van die onderskeie provinsiale en plaaslike afdelings van die Hooggeregshof gereël word	56
Landbou-ekonomie en -bemarking, Departement van	
GOEWERMENSKENNISGEWINGS	
R.1990. Regulasies met betrekking tot die gradering van Bon Chretien pere	3
R.1991. Regulasies met betrekking tot die gradering van vars taaiptperskes	5
R.1992. Regulasies met betrekking tot die gradering van vars appelkose	7
R.1993. Pryse van meelblom, meel, semolina en bruismeel: Verbetering	9
R.2022. Weiering om sekere klasse perskes vir verkoop in ontvangs te neem	9
R.2023. Kennisgewing deur produsente van lewerings van sagtevrugte vir uitvoer	94
R.2024. Beheer oor inbring van sagtevrugte in sekere gebiede	97
Nasionale Opvoeding, Departement van	
GOEWERMENSKENNISGEWING	
R.1987. Wet op Universiteite, 1955, Universiteit van Stellenbosch: Wysiging van Statuut ...	65
Spoorweë, Hawens en Lugdiens, Departement van	
GOEWERMENSKENNISGEWINGS	
R.1988. Personeelregulasies: Wysigingslys	87
R.1989. Bevelskrif	88
R.1998. Bevelskrif	89
R.1999. Bevelskrif	90
R.2000. Bevelskrif	91
R.2012. Treinbedryfregulasies: Wysigingslys	92
Verdediging, Departement van	
GOEWERMENSKENNISGEWING	
R.2007. Wysiging van die regulasies vir die Blanke Hulpdiens	55
Volkswelsyn en Pensioene, Departement van	
GOEWERMENSKENNISGEWING	
R.2011. Wysiging van die regulasies betreffende die Suid-Afrikaanse Polisie en Gevangensdienspensioenfonds	94

- 1-3304