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OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

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No. 12791

RECTIFICATION

Notice is hereby given that the **regulation number** in the preamble of *Government Gazette* No. 12790 of 5 October 1990, was incorrectly published. The correct number should read as follows:

Regulation Gazette No. 4569.

PROCLAMATION

of the

State President

of the Republic of South Africa

No. 182, 1990

PUBLICATION OF AN AGREEMENT CONCLUDED BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA WITH REGARD TO THE CONFERMENT OF IMMUNITIES AND PRIVILEGES

Under section 5 of the Diplomatic Immunities and Privileges Act, 1989 (Act No. 74 of 1989), I hereby publish the Agreement in the Schedule concluded on 18 May 1990 by means of Exchange of Notes between the Government of the Republic of South Africa and the Government of the Republic of Namibia, wherein provision is made for the conferment of immunities and privileges upon Representatives, Deputy and Assistant Representatives, personnel attached to missions and family members of the said representatives.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria this Third day of September, One thousand Nine hundred and Ninety.

F. W. DE KLERK,
State President.

By Order of the State President-in-Cabinet:

R. F. BOTHA,
Minister of the Cabinet.

REGSTELLING

Hiermee word bekendgemaak dat die **regulasie-nommer** in die aanhef van *Staatskoerant* No. 12790 van 5 Oktober 1990 foutief gepubliseer is. Die korrekte nommer moet as volg lees:

Regulasiekoerant No. 4569.

PROKLAMASIE

van die

Staatspresident

van die Republiek van Suid-Afrika

No. 182, 1990

PUBLIKASIE VAN 'N OOREENKOMS AANGEGAAN TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN DIE REPUBLIEK VAN NAMIBIË MET BETREKKING TOT DIE VERLENING VAN IMMUNITEITE EN VORREGTE

Kragtens artikel 5 van die Wet op Diplomatieke Immuniteite en Voorregte, 1989 (Wet No. 74 van 1989), publiseer ek hierby in die Bylae 'n Afrikaanse vertaling van die Ooreenkoms op 18 Mei 1990 by wyse van Notawisseling aangegaan tussen die Regering van die Republiek van Suid-Afrika en die Regering van die Republiek van Namibië, waarin voorsiening vir die verlening van immuniteite en voorregte aan Verteenwoordigers, Adjunk- en Assistent-verteenwoordigers, personeel verbonde aan missies en familieleden van die genoemde verteenwoordigers gemaak word.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Derde dag van September Eenduisend Negehonderden-negentig.

F. W. DE KLERK,
Staatspresident.

Op las van die Staatspresident-in-Kabinet:

R. F. BOTHA,
Minister van die Kabinet.

SCHEDULE**ANNEXURE I**

11TH MAY 1990

The Ministry of Foreign Affairs of the Republic of Namibia presents its compliments to the Office of South African Interests, and has the honour to refer to its Note No. 001 of the 19th April 1990 concerning the appointment of Mr Eksteen as the South African representative in Windhoek.

In this regard, the Ministry wishes to propose that the Governments of the Republic of Namibia and the Republic of South Africa agree that each Government shall be represented in each other's capital by a Representative. The Representative and his staff shall be accorded the privileges and immunities provided for a head of mission and staff respectively under the Vienna Convention on Diplomatic Relations.

The acknowledgement of this note by the Office of South African Interests will constitute the formal agreement between the two countries on the setting up of the Office of the Representative. On this basis, the Government of the Republic of Namibia accepts Mr Eksteen as the South African representative in Windhoek.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Office of South African Interests in Windhoek the assurances of its highest consideration.

ANNEXURE II

18 MAY 1990

The Office of South African Interests presents its compliments to the Ministry of Foreign Affairs of the Republic of Namibia and has the honour to refer to its Note No. PRO/ACD/134 dated 11 May 1990 which reads as follows:

"The Ministry of Foreign Affairs of the Republic of Namibia presents its compliments to the Office of South African Interests, and has the honour to refer to its Note No. 001 of the 19th April 1990 concerning the appointment of Mr Eksteen as the South African representative in Windhoek.

In this regard, the Ministry wishes to propose that the Governments of the Republic of Namibia and the Republic of South Africa agree that each Government shall be represented in each other's capital by a Representative. The Representative and his staff shall be accorded the privileges and immunities provided for a head of mission and staff respectively under the Vienna Convention on Diplomatic Relations.

The acknowledgement of this note by the Office of South African Interests will constitute the formal agreement between the two countries on the setting up of the Office of the Representative. On this basis, the Government of the Republic of Namibia accepts Mr Eksteen as the South African representative in Windhoek.

BYLAE**AANHANGSEL I**

11 MEI 1990

Die Ministerie van Buitelandse Sake van die Republiek van Namibië betuig sy hoogagting aan die Suid-Afrikaanse Belangekantoor en het die eer om te verwys na sy Nota No. 001 van 19 April 1990 betreffende die aanstelling van mnr. Eksteen as die Suid-Afrikaanse verteenwoordiger in Windhoek.

In hierdie verband wil die Ministerie voorstel dat die Regerings van die Republiek van Namibië en die Republiek van Suid-Afrika ooreenkom dat elke Regering in die ander se hoofstad verteenwoordig word deur 'n Verteenwoordiger. Aan die Verteenwoordiger en sy personeel word die voorregte en immunitete verleen waarvoor vir onderskeidelik 'n hoof van 'n missie en sy personeel voorsiening gemaak word by die Weense Konvensie op Diplomatieke Betrekkinge.

Die erkenning van hierdie nota deur die Suid-Afrikaanse Belangekantoor sal die formele ooreenkomts tussen die twee lande uitmaak aangaande die daarstelling van die Kantoor van die Verteenwoordiger. Op hierdie grondslag aanvaar die Regering van die Republiek van Namibië mnr. Eksteen as die Suid-Afrikaanse verteenwoordiger in Windhoek.

Die Ministerie van Buitelandse Sake neem hierdie geleentheid te baat om die Suid-Afrikaanse Belangekantoor in Windhoek opnuut te verseker van sy besondere hoogagting.

AANHANGSEL II

18 MEI 1990

Die Suid-Afrikaanse Belangekantoor betuig sy hoogagting aan die Ministerie van Buitelandse Sake van die Republiek van Namibië en het die eer om te verwys na sy Nota No. PRO/ACD/134 van 11 Mei 1990, wat soos volg lui:

"Die Ministerie van Buitelandse Sake van die Republiek van Namibië betuig sy hoogagting aan die Suid-Afrikaanse Belangekantoor en het die eer om te verwys na sy Nota No. 001 van 19 April 1990 betreffende die aanstelling van mnr. Eksteen as die Suid-Afrikaanse verteenwoordiger in Windhoek.

In hierdie verband wil die Ministerie voorstel dat die Regerings van die Republiek van Namibië en die Republiek van Suid-Afrika ooreenkom dat elke Regering in die ander se hoofstad verteenwoordig word deur 'n Verteenwoordiger. Aan die Verteenwoordiger en sy personeel word die voorregte en immunitete verleen waarvoor vir onderskeidelik 'n hoof van 'n missie en sy personeel voorsiening gemaak word by die Weense Konvensie op Diplomatieke Betrekkinge.

Die erkenning van hierdie nota deur die Suid-Afrikaanse Belangekantoor sal die formele ooreenkomts tussen die twee lande uitmaak aangaande die daarstelling van die Kantoor van die Verteenwoordiger. Op hierdie grondslag aanvaar die Regering van die Republiek van Namibië mnr. Eksteen as die Suid-Afrikaanse verteenwoordiger in Windhoek.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Office of South African Interests in Windhoek the assurance of its highest consideration."

The Office of South African Interests has the honour to inform the Ministry of Foreign Affairs of the Republic of Namibia that the Government of the Republic of South Africa accepts the proposals of the Government of the Republic of Namibia contained in the Foreign Ministry's Note (PRO/ACD 134) of 11 May 1990. The Government of the Republic of South Africa regards that Note and this Reply as constituting a formal agreement on the date of this Note. This agreement may be terminated by either Government giving six months written notice thereof to the other Government through the diplomatic channels.

This acceptance by the Government of the Republic of South Africa is based on the assumption that the proposals by the Government of the Republic of Namibia imply that—

- (a) the provisions of the Vienna Convention on Diplomatic Relations shall apply to the general conduct of relations between the two Governments;
- (b) the Parties may appoint Deputy and Assistant Representatives who shall enjoy the immunities and privileges accorded to 'members of the diplomatic staff' in accordance with the said Convention;
- (c) the other staff attached to the missions shall enjoy the immunities and privileges accorded to 'members of the administrative and technical staff' in accordance with the said Convention; and
- (d) the family members of Representatives, Deputy and Assistant Representatives, shall enjoy the immunities and privileges accorded to family members of 'members of the diplomatic staff' in accordance with the said Convention.

The Office of South African Interests wishes to advise the Ministry of Foreign Affairs that with immediate effect it has changed its name from the Office of South African Interests to the Office of the South African Representative.

The Office of the South African Representative avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurance of its highest consideration.

Die Ministerie van Buitelandse Sake neem hierdie geleentheid te baat om die Suid-Afrikaanse Belangekantoor in Windhoek opnuut te verseker van sy besondere hoogagting."

Die Suid-Afrikaanse Belangekantoor het die eer om die Ministerie van Buitelandse Sake van die Republiek van Namibië mee te deel dat die Regering van die Republiek van Suid-Afrika die voorstelle aanvaar van die Regering van die Republiek van Namibië vervat in die Ministerie van Buitelandse Sake se Nota (PRO/ACD/134) van 11 Mei 1990. Die Regering van die Republiek van Suid-Afrika ag daardie Nota en hierdie Antwoord 'n formele ooreenkoms uit te maak op die datum van hierdie Nota. Hierdie ooreenkoms kan deur enige van die twee Regerings beëindig word deur ses maande skriftelike kennisgewing daarvan aan die ander Regering langs die diplomatieke kanaal te gee.

Die aanvaarding deur die Regering van die Republiek van Suid-Afrika berus op die aanname dat die voorstelle deur die Regering van die Republiek van Namibië behels dat—

- (a) die bepalings van die Weense Konvensie op Diplomatieke Betrekkinge van toepassing is op die algemene handhawing van betrekkinge tussen die twee Regerings;
- (b) die Partye Adjunk- en Assistent-verteenwoordigers kan aanstel wat die immunitete en voorregte verleen aan 'lede van die diplomatieke personeel' geniet ooreenkomstig genoemde Konvensie;
- (c) die ander personeel verbonde aan die missies die immunitete en voorregte verleen aan 'lede van die administratiewe en tegniese personeel' geniet ooreenkomstig genoemde Konvensie; en
- (d) die familielede van Verteenwoordigers en Adjunk- en Assistent-verteenwoordigers die immunitete en voorregte verleen aan familielede van 'lede van die diplomatieke personeel' geniet ooreenkomstig genoemde Konvensie.

Die Suid-Afrikaanse Belangekantoor wil die Ministerie van Buitelandse Sake in kennis stel dat hy sy naam met onmiddellike ingang verander het van Suid-Afrikaanse Belangekantoor tot Kantoor van die Suid-Afrikaanse Verteenwoordiger.

Die Kantoor van die Suid-Afrikaanse Verteenwoordiger neem hierdie geleentheid te baat om die Ministerie van Buitelandse Sake opnuut te verseker van sy besondere hoogagting.

GOVERNMENT NOTICES**ADMINISTRATION:
HOUSE OF ASSEMBLY****DEPARTMENT OF LOCAL GOVERNMENT,
HOUSING AND WORKS****No. 2457****19 October 1990****RENT CONTROL ACT, 1976****EXEMPTION OF CERTAIN DWELLINGS, GARAGES,
PARKING SPACES AND SERVANTS' ROOMS
FROM RENT CONTROL**

I, Gerald Aubrey Hosking, Ministerial Representative for the Province of Natal, Administration: House of Assembly, in accordance with the powers granted to me by Notice 1469 of 8 December 1989, hereby declare under section 51 (g) of the Rent Control Act, 1976 (Act No. 80 of 1976), that—

(a) the dwellings mentioned in the Schedule hereto, are, as from the date on which the occupation of an existing lessee of such a dwelling is lawfully terminated or the date on which the monthly income of such lessee, as defined in Proclamation No. 32 of 25 March 1983, as amended by Proclamation No. 99 of 1 July 1983, and Proclamation No. 24 of 20 February 1987, exceeds the applicable income limit stipulated in the Schedule to the first-mentioned Proclamation, as so amended, namely R1 250 in respect of a lessee who is the head of a family with dependants or R750 in respect of a single lessee without dependants, whichever date occurs first, provided the lessee in question on the applicable date is not 70 years of age or older; and

(b) the garages, parking spaces and servants' rooms situated anywhere on land occupied or used in connection with the dwellings referred to in paragraph (a) above, are, as from the applicable date referred to in the said paragraph,

exempted from rent control, on condition that, subject to the provisions of section 28 of the said Rent Control Act, 1976, during a period of three calendar months as from the date of exemption of the relevant premises from rent control, the lessor may not require the lessee to vacate the premises, and further that during a period of two years as from the date of exemption of the relevant premises the rental in respect thereof shall not be increased by more than 10% per annum.

G. A. HOSKING,

Ministerial Representative:
Province of Natal.

GOEWERMENTSKENNISGEWINGS**ADMINISTRASIE:
VOLKSRAAD****DEPARTEMENT VAN PLAASLIKE BESTUUR,
BEHUISING EN WERKE****No. 2457****19 Oktober 1990****WET OP HUURBEHEER, 1976****VRYSTELLING VAN SEKERE WONINGS, MOTOR-
HUISE, MOTORSTAANPLEKKE EN BEDIENDE-
KAMERS VAN HUURBEHEER**

Ek, Gerald Aubrey Hosking, Ministeriële Verteenwoordiger vir die Provinsie Natal, Administrasie: Volksraad, handelende kragtens die bevoegdheid my verleen by Kennisgewing 1469 van 8 Desember 1989, verklaar hierby kragtens artikel 51 (g) van die Wet op Huurbeheer, 1976 (Wet No. 80 van 1976), dat—

(a) die wonings genoem in die Bylae hiertoe, met ingang van die datum waarop 'n bestaande huurder van so 'n woning se okkupasie wettiglik beëindig word of die datum waarop sodanige huurder se maandelikse inkomste soos omskryf in Proklamasie No. 32 van 25 Maart 1983, soos gewysig by Proklamasie No. 99 van 1 Julie 1983, en Proklamasie No. 24 van 20 Februarie 1987, die toepaslike inkomsteperk vermeld in die Bylae by eersgenoemde Proklamasie, soos aldus gewysig, naamlik R1 250 ten opsigte van 'n huurder wat 'n gesinshoof met afhanklikes is of R750 ten opsigte van 'n enkellopende huurder sonder afhanklikes, oorskry, welke datum ook al eerste voorval, mits die betrokke huurder op die betrokke datum nie 70 jaar of ouer is nie; en

(b) die motorhuise, motorstaanplekke en bediendekamers geleë op enige plek op grond wat deel uitmaak van grond wat geokkupeer word deur of gebruik word in verband met die wonings in paragraaf (a) hierbo bedoel, met ingang van die toepaslike datum in die genoemde paragraaf bedoel,

van huurbeheer vrygestel is, op voorwaarde dat, behoudens die bepalinge van artikel 28 van genoemde Wet op Huurbeheer, 1976, gedurende 'n tydperk van drie kalendermaande vanaf die datum van vrystelling van die betrokke perseel van huurbeheer die verhuurder nie van die huurder mag vereis om die perseel te ontruim nie, en voorts dat gedurende 'n tydperk van twee jaar vanaf die datum van vrystelling van die betrokke perseel die huurgeld ten opsigte daarvan nie met meer as 10% per jaar verhoog mag word nie.

G. A. HOSKING,

Ministeriële Verteenwoordiger:
Provinsie Natal.

SCHEDULE

Address of premises

Situation of premises

50 Tavistock Road, Hillary, Durban	Remainder of 2 of K of H of Bellair 823.
81 Tavistock Road, Hillary, Durban	A of 54 of Bankhead of Bellair 823.
107 Teignmouth Road, Umbilo, Durban	14 of K of E, Umbilo.
109 Teighnmouth Road, Umbilo, Durban	14A of K of E, Umbilo.
196 Tenth Avenue, Stamford Hill, Durban	B of 249 of AL.
2 The Crescent, Hillary, Durban	107 of 5 of Hi-Ho of Bellair 823.
5 The Crescent, Hillary, Durban	82 of 5 of Hi-Ho of Bellair 823.
20 The Grove, Montclair, Durban	B of 21 of D of G of ABIKLNO of Sea View 845.
31 The Grove, Montclair, Durban	11 of D of G of ABIKLNO of Sea View 845.
4 The Rise, Hillary, Durban	C of 5 of 3 of B of X of Bellair 823.
30 The Rise, Hillary, Durban	Remainder of 5 of 3 of B of X of Bellair 823.
11 Third Street, Hillary, Durban	28 of B of Kingsdale of Bellair 823.
10 Thomas Bower Avenue, Bluff, Durban	141 of 14 of KM Estate 12714.
19 Thompson Road, Fynnlands, Durban	331 of Shortlands of 31 Fynnlands 2851.
106 Thompson Road, Fynnlands, Durban	8 of 28 of Fynnlands 2849.
17 Thomond Avenue, Fynnlands, Durban	225 of Shortlands of 29 Fynnlands 2852.
26 Thornton Avenue, Sea View, Durban	11 of 46 and 47 of C of Sea View 845.
31 Thornton Avenue, Sea View, Durban	A of 14 of 45 and 47 of C of Sea View 845.
39 Thornton Avenue, Sea View, Durban	A of 16 of 45 and 47 of C of Sea View 845.
28 Tills Avenue, Mayville, Durban	3 of B of OA of Brickfield 806.
42 Tills Avenue, Mayville, Durban	Remainder of 3 of DD of Brickfield 806.
64 Tills Avenue, Mayville, Durban	Remainder of H of 1 of DD of Brickfield 806.
57 Titren Avenue, Sea View, Durban	1 of F of 16 of C of Sea View 845.
71 Titren Road, Sea View, Durban	B of 10 of C of Sea View 845.
184 Titren Road, Sea View, Durban	Remainder of 1 of 60 of E of Sea View 845.
210 Titren Road, Sea View, Durban	A of 70 of E of Sea View 845.
244 Titren Road, Sea View, Durban	A of 14 of E of Sea View 845.
24 Toledo Avenue, Berea, Durban	A of 4 of 7 of F.
27 Toledo Avenue, Berea, Durban	K of 8 of 7 of F.
159 Torquay Avenue, Berea, Durban	Remainder of A of 48 of 9 Bluff 2683.
194 Torquay Avenue, Berea, Durban	D of 43 of 9 Bluff 2683.
208 Torquay Avenue, Berea, Durban	31 of 12 Bluff 2699.
242 Torquay Avenue, Berea, Durban	D of 9 of 12 Bluff 2699.
104 Tramway Road, Red Hill, Durban	463 of Rose Hill 10663.
106 Tramway Road, Red Hill, Durban	461 of Rose Hill 10663.
114 Tramway Road, Red Hill, Durban	457 of Rose Hill 10663.
22 Treasure Beach Road, Brighton Beach, Durban	Remainder of 3 of 17 of 23 of Wentworth 860.
4 Trevor Grove, Bluff, Durban	43 of 11 of KM Estate 12714.
8 Troon Place, Broadway, Durban North	1194 of 14 No. 1547.
12 Turnbridge Place, Roseglen, Durban	1 of M of 20 of D of Springfield 802.
1 Turner Street, Fynnlands, Durban	92 of Shortlands of 27 Fynnlands 2847.
12 Turner Street, Fynnlands, Durban	58 of Shortlands of 27 Fynnlands 2847.
16 Turner Street, Fynnlands, Durban	A of 59 of Shortlands of 27 Fynnlands 2847.
19 Turner Street, Fynnlands, Durban	44 of Shortlands of 27 Fynnlands 2847.
272/278 Umbilo Road, Umbilo, Durban	Remainder of Y of 16 of C.
350/352 Umbilo Road, Umbilo, Durban	28 of 19 of C.
378 Umbilo Road, Umbilo, Durban	218 of C.
396 of Umbilo Road, Durban	223 of C.
584/586 Umbilo Road, Durban	5 of K of J Congella.
608 Umbilo Road, Umbilo, Durban	26 of B of J Congella.
709/711 Umgeni Road, Stamford Hill, Durban	A of 20/26 of A.
729 Umgeni Road, Stamford Hill, Durban	Remainder of 16/26 of A.
44 Una Road, Bluff, Durban	D of 11 of Z of Clark of Wentworth 860.
72 Union Crescent, Rose Hill, Durban	505 of Rose Hill 10663.
79 Union Crescent, Rose Hill, Durban	450 of Rose Hill 10663.
93 Union Crescent, Rose Hill, Durban	440 of Rose Hill 10663.
5 Unit Avenue, Sea View, Durban	C of 21 of K of Sea View 845.
14 Unit Avenue, Sea View, Durban	4 of Store of K of Sea View 845.
4 Upton Place, Woodlands, Durban	1177 of Mobeni 13538.
7 Upton Place, Woodlands, Durban	1190 of Mobeni 13538.
10 Upton Place, Woodlands, Durban	1180 Mobeni 13538.
18 Upton Place, Woodlands, Durban	1184 of Mobeni 13538.
30 Valley View Road, Puntanshill, Durban	6 of D of Saville 12695.
33 Valley View Road, Puntanshill, Durban	Remainder of Saville 12695.
53 Valley View Road, Puntanshill, Durban	5 of Alley of B of CDGHI of Springfield 802.
112 Valley View Road, Puntanshill, Durban	B of 1 of A of 31 of CDGHI of Springfield 802.
143 Vause Road, Berea, Durban	7 of C of 7 of Z.
161 Vause Road, Berea, Durban	2 of B of 7 of Z.
300 Vause Road, Berea, Durban	B of G of 64 of B.

<i>Address of premises</i>	<i>Situation of premises</i>
161 Venice Road, Morningside, Durban.....	192 of AB.
19 Verbena Road, Durban North.....	Remainder of 3 of D/10 of C.
28 Verbena Road, Durban North.....	Remainder of 1 of A1/A of C.
17 Varsity Avenue, Woodlands, Durban.....	1163 of Mobeni 13538.
36 Verity Avenue, Woodlands, Durban.....	21441 of Mobeni 13538.
61 Verity Avenue, Woodlands, Durban.....	1098 of 1072 of Mobeni 13538.
67 Verity Avenue, Woodlands, Durban.....	1101 of 1072 of Mobeni 13538.
14 Vernon Road, Berea, Durban.....	Remainder of 32 of GG of 5 of Z.
37 Vernon Road, Berea, Durban.....	22 of 4 of Z.
44 Vernon Road, Berea, Durban.....	37 of 4 of Z.
53/53A Vernon Road, Berea, Durban.....	25 of X of 3 of Z.
65 Vernon Road, Berea, Durban.....	27 of X of 3 of Z.
3 Victor Avenue, Rossburgh, Durban.....	Botes of 40/44 of C of Sea View 846.
19 Victoria Crescent, Malvern.....	Remainder/762 QU.
153 Victoria Road, Mount Vernon, Durban.....	B of 41 of O of X of Bellair 823.
9 View Grove, Overport, Durban.....	A of C3 of G of Brickfield 806.
169 Wakesleigh Road, Bellair, Durban.....	3 of D of C of C of Bellair 823.
294 Wakesleigh Road, Bellair, Durban.....	Remainder of G of C of X of Bellair 823.
302 Wakesleigh Road, Bellair, Durban.....	3 of E of C of X of Bellair 823.
319 Wakesleigh Road, Bellair, Durban.....	2 of Hodgins of 2 of C of S of Bellair 823.
329 Wakesleigh Road, Bellair, Durban.....	Stanley of 2 of C of S of Bellair 823.
25 Waterfall Road, Mayville, Durban.....	1 of 24 of A 2 of Brickfield 806.
165 Waterfall Road, Mayville, Durban.....	Portion of 8, 9 and 10 of A 2 of Brickfield 806.
169 Waterfall Road, Mayville, Durban.....	Remainder of E of 2 of A of 7 of A 2 of Brickfield 806.
106 Watsonia Road, Grosvenor, Durban.....	1 of 70 of Clark of Wentworth 860.
6 Waverley Road, Hillary, Durban.....	Remainder of C of 18 of B of X of Bellair 823.
79 Waverley Road, Hillary, Durban.....	2 of A of 11 of B of X of Bellair 823.
92 Waverley Road, Hillary, Durban.....	Remainder of 2 of 12 of B of X of Bellair 823.
65 Wellfreer Road, Bluff, Durban.....	A of 17 of 4 Bluff 2695.
196 Wellfreer Road, Bluff, Durban.....	Remainder of Ketley Bluff 14012.
228 Wellfreer Road, Bluff, Durban.....	27 of 14 Bluff 2691.
4 Westbury Crescent, Durban North.....	2719 of 15 No. 1556.
9 Westbury Crescent, Durban North.....	2077 of 15 No. 1556.
12 Westbury Crescent, Durban North.....	2076 of 15 No. 1556.
38/40 Weston Road, Umbilo, Durban.....	7 of K of E, Umbilo.
12 Weymouth Avenue, Mayville, Durban.....	4 of Bird of 7 of Z of A of Cato Manor 812.
14 Weymouth Avenue, Mayville, Durban.....	3 of Bird of 7 of Z of A of Cato Manor 812.
25 Wheeler Road, Manor Gardens, Durban.....	22 of I of SB10 of Cato Manor 812.
29 Wheeler Road, Manor Gardens, Durban.....	21 of I of SB10 of Cato Manor 812.
33 Wheeler Road, Manor Gardens, Durban.....	19 of I of SB10 of Cato Manor 812.
31 Whitby Road, Sea View, Durban.....	1 of A of 96 of C of U of Sea View 845.
9 Willoughby Road, Carrington Heights, Durban.....	346 of Carrington Heights of Sea View 846.
49 Willowvale Road, Umbilo, Durban.....	188 of J Congella.
17 Wilmslow Drive, Sea View, Durban.....	C of Jordaan of M of Sea View 845.
19/19A Winchelsea Avenue, Wentworth, Durban.....	Remainder of 45 of Mid Wentworth of Wentworth 860.
20 Winchelsea Avenue, Wentworth, Durban.....	Remainder of D of Fleming of Mid Wentworth of Wentworth 860.
38 Winchelsea Avenue, Wentworth, Durban.....	Remainder of A of 26 of Mid Wentworth of Wentworth 860.
46 Winchelsea Avenue, Wentworth, Durban.....	2 of 28 of Mid Wentworth of Wentworth 860.
65/71 Winchelsea Avenue, Wentworth, Durban.....	Remainder of 32 of 34 of Wentworth 860.
72 Winchelsea Avenue, Wentworth, Durban.....	Remainder of 38 of 34 of Wentworth 860.
74 Winchelsea Avenue, Wentworth, Durban.....	C of 38 of 34 of Wentworth 860.
75 Winchelsea Avenue, Wentworth, Durban.....	A of 31 of 34 of Wentworth 860.
127 Winchelsea Avenue, Wentworth, Durban.....	7 of A of 32 of Wentworth 860.
86 Windermere Road, Morningside, Durban.....	A of 42 of G.
106 Windermere Road, Morningside, Durban.....	A of 45 of G.
110 Windermere Road, Morningside, Durban.....	Remainder of 45 of G.
138 Windermere Road, Morningside, Durban.....	1 of F of D of 11 of 6.
166 Windermere Road, Morningside, Durban.....	Remainder of 101 of 6.
188 Windermere Road, Morningside, Durban.....	A of 116 of G.
194 Windermere Road, Morningside, Durban.....	A of 117 of G.
316 Windermere Road, Morningside, Durban.....	22/24 of A.
478 Windermere Road, Morningside, Durban.....	Z of F of 6 of A.
482 Windermere Road, Morningside, Durban.....	4 of F of 6 of A.
485 Windermere Road, Morningside, Durban.....	Remainder of E of 1 of AB.
508 Windermere Road, Morningside, Durban.....	C of 10 of A.
510 Windermere Road, Morningside, Durban.....	A of D of 10 of A.
512 Windermere Road, Morningside, Durban.....	Remainder of D of 10 of A.

<i>Address of premises</i>	<i>Situation of premises</i>
38 Wingate Road, Montclair, Durban.....	A of 78 of ABIKLNO of Sea View 845.
170 Wingate Road, Montclair, Durban.....	B of 137 of ABIKLNO of Sea View 845.
23 Withernsea Avenue, Wentworth, Durban	Remainder of 45 of 34 of Wentworth 860.
10 Wood Road, Montclair, Durban	Remainder of 2 of 6A of ABIKLNO of Sea View 845.
20 Wood Road, Montclair, Durban	Remainder of A of 7 of ABIKLNO of Sea View 845.
24 Wood Road, Montclair, Durban	Remainder of 4 of B of 7 of ABIKLNO of Sea View 845.
34 Wood Road, Montclair, Durban	1 of Holwood of ABIKLNO of Sea View 845.
71/73 Wood Road, Montclair, Durban	A of 92 of ABIKLNO of Sea View 845.
110 Wood Road, Montclair, Durban	3 of 12B of ABIKLNO of Sea View 845.
128 Wood Road, Montclair, Durban	2 of A of 13 of ABIKLNO of Sea View 845.
154 Wood Road, Montclair, Durban	1 of 14B of ABIKLNO of Sea View 845.
240 Wood Road, Montclair, Durban	Remainder of 15A of ABIKLNO of Sea View 845.
9 Woodford Grove, Stamford Hill, Durban	K of Z of 27 of A.
50/52 Woodford Grove, Stamford Hill, Durban	A of 13/26 of A.
56 Woodford Grove, Stamford Hill, Durban	Remainder of 14/26 of A.
58/60 Woodford Grove, Stamford Hill, Durban	15/26 of A.
64 Woodford Grove, Stamford Hill, Durban	15 of 25 of A.
75 Woodford Grove, Stamford Hill, Durban	12 of 25 of A.
104 Woodford Grove, Stamford Hill, Durban	16 of 21 of A.
110 Woodford Grove, Stamford Hill, Durban	18 of 21 of A.
117 Woodford Grove, Stamford Hill, Durban	13 of A/21 of A.
119/121 Woodford Grove, Stamford Hill, Durban	14 of A/21 of A.
125 Woodford Grove, Stamford Hill, Durban	A of F of A/19 of A.
129 Woodford Grove, Stamford Hill, Durban	E of C of 19 of A.
137 Woodford Grove, Stamford Hill, Durban	1 of C of A/19 of A.
3 Woodlands Avenue, Hillary, Durban.....	Remainder of X of 1A of A of S of Bellair 823.
21 Woodlands Avenue, Hillary, Durban.....	W of 1A of A of S of Bellair 823.
55 Woodlands Avenue, Hillary, Durban.....	A of S of 1A of A of S of Bellair 823.
7 Woodlands Road, Glenwood, Durban	10 of A of A of 15 of F.
10 Woodlands Road, Glenwood, Durban	7 of A of A of 15 of F.
11 Woodlands Road, Glenwood, Durban	11 of A of A of 15 of F.
23 Woodlands Road, Glenwood, Durban	D of B of 15 of F.
27 Woodlands Road, Glenwood, Durban	E of B of 15 of F.
21 Wrenford Place, Hillary, Durban	E of 3 of 1 of Bellair 823.
1 Wright Place, Carrington Heights, Durban.....	183 of Carrington Heights of Sea View 845.
8 Wright Place, Carrington Heights, Durban	344 of Carrington Heights of Sea View 845.
12 Wright Place, Carrington Heights, Durban	343 of Carrington Heights of Sea View 845.
9 Wylie Hall Road, Red Hill, Durban	4 of 28 of A of C of Duikerfontein 785.
10 Wylie Hall Road, Red Hill, Durban	5 of Gand of A of C of Duikerfontein 785.
18 Wylie Road, Fynnlands, Durban	98 of 28 Fynnlands of 2849.
25 Wylie Road, Fynnlands, Durban	109 of 28 Fynnlands 2849.
34 Wylie Road, Fynnlands, Durban	Remainder of A of 95 of 28 Fynnlands 2849.
112 Wylie Road, Fynnlands, Durban	Remainder of 232 Shortlands of 29 Fynnlands 2852.
10 Youngs Avenue, Botanic Gardens, Durban	1 of A of 1/25 of B.
37 Youngs Avenue, Botanic Gardens, Durban	A of C/25 of B.
38 Youngs Avenue, Botanic Gardens, Durban	G of 1/25 of B.
42 Youngs Avenue, Botanic Gardens.....	H of 1/25 of B.
Cardigan Mansions, 264 Moore Road, Glenwood, Durban	4 of 8 of 33 of C.
Penzance Mansions, 648/658 Umbilo Road, Durban	A of 96 of J Congella.
	A of 97 of J Congella.
3 Rosehill Avenue, Ellis Park, Durban North.....	371 of Rose Hill 10663.
35 Ayliff Street, Newcastle.....	Lot R/496.
41 Ayliff Street, Newcastle.....	Lot R/439.
19/21 Bird Street, Newcastle	Lot 230.
16 Crawford Street, Newcastle	Lot 1471.
2 Harding Street, Newcastle	Lot 1/484.
4 Harding Street, Newcastle	Lot R/484.
21 Harding Street, Newcastle	Lot 1/640.
22 Harding Street, Newcastle	Lot 3/496.
26/28 Harding Street, Newcastle	Lot 495.
31 Harding Street, Newcastle	Lot 1/635.
69 Harding Street, Newcastle	Lot 2/608.
80 Harding Street, Newcastle	Lot R/536.
82 Harding Street, Newcastle	Lot 2/536.
98 Harding Street, Newcastle	Lot R/547.
13 Hardwick Street, Newcastle.....	Lot R/487.

<i>Address of premises</i>	<i>Situation of premises</i>
23 Kirkland Street, Newcastle	Lot 2/1/320.
60/60A/60B Montague Street, Newcastle.....	Lot 1/596.
63 Montague Street, Newcastle	Lot R/599.
65 Montague Street, Newcastle	Lot 3/599.
7 Murchison Street, Newcastle	Lot 458.
10 Murchison Street, Newcastle	Lot 318.
14 Murchison Street, Newcastle.....	Lot 1/322.
16 Murchison Street, Newcastle	Lot R/322.
20 Murchison Street, Newcastle	Lot 326.
17 Patterson Street, Newcastle	Lot 1273.
24 Patterson Street, Newcastle	Lot 638.
34A/34B Patterson Street, Newcastle	Lot 2/630.
50 Patterson Street, Newcastle	Lot 1/621.
76 Patterson Street, Newcastle	Lot 1/598.
80 Patterson Street, Newcastle	Lot R/597.
88 Patterson Street, Newcastle	Lot R/590.
16 Scott Street, Newcastle	Lot R/459.
18 Scott Street, Newcastle	Lot 1/459.
24 Scott Street, Newcastle	Lot 2/456.
26 Scott Street, Newcastle	Lot 1/456.
25 Scott Street, Newcastle	Lot 1/497.
30 Scott Street, Newcastle	Lot 2/455.
78 Scott Street, Newcastle	Lot 1/427.
80 Scott Street, Newcastle	Lot R/427.
81 Scott Street, Newcastle	Lot 534.
82 Scott Street, Newcastle	Lot 426.
83 Scott Street, Newcastle	Lot R/537.
84 Scott Street, Newcastle	Lot 2/423.
46 Sutherland Street, Newcastle	Lot 432.
47 Sutherland Street, Newcastle	Lot A/527.
50 Sutherland Street, Newcastle	Lot 432.
57 Sutherland Street, Newcastle	Remainder of Sub. A of 608A.
67 Sutherland Street, Newcastle	Lot 1/686.
68 Sutherland Street, Newcastle	Lot 1/1266.
71 Sutherland Street, Newcastle	Lot 2/687.
5 Talmage Street, Newcastle	Lot 1480.
12 Talmage Street, Newcastle	Lot 1497.
27 Voortrekker Street, Newcastle	Sub. C of A of 341.
33 Voortrekker Street, Newcastle	Lot 1/516.
38 Voortrekker Street, Newcastle	Lot R/519.
50 Voortrekker Street, Newcastle	Lot 1/678.
12 York Street, Newcastle	Lot R/659.
52 York Street, Newcastle	Lot 1240.
29 Firdale Road, Sea View, Durban	79 of 101 of D of E of Sea View 845.
11 Greenwich Avenue, Bellair, Durban.....	2 of 10 of C of S of Bellair 823.
915 Jan Smuts Highway, Sherwood, Durban	A of 1 of FK of Brickfield 806.
44 Anerley Road, Morningside, Durban.....	24 of 20 of A.
45 Blackburn Road, Red Hill, Durban	1 of A of 54 of Duikerfontein 786.
54 Blackburn Road, Red Hill, Durban	Remainder of 2 of D3 of Duikerfontein 786.
74 Blackburn Road, Red Hill, Durban	Remainder of 3 of D3 of Duikerfontein 786.
344 Blackburn Road, Red Hill, Durban	1 of 15 of E3 of Duikerfontein 786.
67 Braeside Road, Sea View, Durban	1 of B of 50 of E of Sea View 845.
28 Campbell Avenue, Greyville, Durban.....	J of 12 of G.

BYLAE

<i>Adres van eiendom</i>	<i>Ligging van eiendom</i>
Tavistockweg 50, Hillary, Durban	Restant van 2 van K van H van Bellair 823.
Tavistockweg 81, Hillary, Durban	A van 54 van Bankhead van Bellair 823.
Teignmouthweg 107, Umbilo, Durban	14 van K van E, Umbilo.
Teignmouthweg 109, Umbilo, Durban	14A van K van E, Umbilo.
Tenthlaan 196, Stamford Hill, Durban	B van 249 van AL.
The Crescent 2, Hillary, Durban	107 van 5 van Hi-Ho van Bellair 823.
The Crescent 5, Hillary, Durban	82 van 5 van Hi-Ho van Bellair 823.
The Grove 20, Montclair, Durban	B van 21 van D van G van ABIKLNO van Sea View 845.
The Grove 31, Montclair, Durban	11 van D van G van ABIKLNO van Sea View 845.
The Rise 3, Hillary, Durban	C van 5 van 3 van B van X van Bellair 823.
The Rise 30, Hillary, Durban.....	Restant van 5 van 3 van B van X van Bellair 823.
Thirdstraat 11, Hillary, Durban.....	28 van B van Kingsdale van Bellair 823.

Adres van eiendom**Ligging van eiendom**

Thomas Bowerlaan 10, Bluff, Durban.....	141 van 14 van KM Estate 12714.
Thompsonweg 19, Fynnlands, Durban.....	331 van Shortlands van 31 Fynnlands 2851.
Thompsonweg 106, Fynnlands, Durban.....	8 van 28 Fynnlands 2849.
Thomondlaan 17, Fynnlands, Durban.....	225 van Shortlands van 29 Fynnlands 2852.
Thorntonlaan 26, Sea View, Durban.....	11 van 46 en 47 van C van Sea View 845.
Thorntonlaan 31, Sea View, Durban.....	A van 14 van 45 en 47 van C van Sea View 845.
Thorntonlaan 39, Sea View, Durban.....	A van 16 van 45 en 47 van C van Sea View 845.
Tillsaan 28, Mayville, Durban.....	3 van B van OA van Brickfield 806.
Tillsaan 42, Mayville, Durban.....	Restant van 3 van DD van Brickfield 806.
Tillsaan 64, Mayville, Durban.....	Restant van H van 1 van DD van Brickfield 806.
Titrenweg 57, Sea View, Durban.....	1 van F van 16 van C van Sea View 845.
Titrenweg 71, Sea View, Durban.....	B van 10 van C van Sea View 845.
Titrenweg 184, Sea View, Durban.....	Restant van 1 van 60 van E van Sea View 845.
Titrenweg 210, Sea View, Durban.....	A van 70 van E van Sea View 845.
Titrenweg 244, Sea View, Durban.....	A van 14 van E van Sea View 845.
Toledolaan 24, Berea, Durban.....	A van 4 van 7 van F.
Toledolaan 27, Berea, Durban.....	K van 8 van 7 van F.
Torquaylaan 159, Fynnlands, Durban.....	Restant van A van 48 van 9 Bluff 2683.
Torquaylaan 194, Fynnlands, Durban.....	D van 43 van 9 Bluff 2683.
Torquaylaan 208, Fynnlands, Durban.....	31 van 12 Bluff 2699.
Torquaylaan 242, Fynnlands, Durban.....	D van 9 van 12 Bluff 2699.
Tramwayweg 104, Red Hill, Durban.....	463 van Rose Hill 10663.
Tramwayweg 106, Red Hill, Durban.....	461 van Rose Hill 10663.
Tramwayweg 114, Red Hill, Durban.....	457 van Rose Hill 10663.
Treasure Beachweg 22, Brighton Strand.....	Restant van 3 van 17 van 23 van Wentworth 860.
Trevorlaning 4, Bluff, Durban.....	43 van 11 van KM Estate 12714.
Troonoord 8, Broadway, Durban-Noord.....	1194 van 14 No. 1547.
Turnbridgeoord 12, Roseglen, Durban.....	1 van M van 20 van D van Springfield 802.
Turnerstraat 1, Fynnlands, Durban.....	92 van Shortlands van 27 Fynnlands 2847.
Turnerstraat 12, Fynnlands, Durban.....	58 van Shortlands van 27 Fynnlands 2847.
Turnerstraat 16, Fynnlands, Durban.....	A van 59 van Shortlands van 27 Fynnlands 2847.
Turnerstraat 19, Fynnlands, Durban.....	44 van Shortlands van 27 Fynnlands 2847.
Umbiloweg 272/278, Umbilo, Durban.....	Restant van Y van 16 van C.
Umbiloweg 350/352, Umbilo, Durban.....	28 van 19 van C.
Umbiloweg 378, Umbilo, Durban.....	281 van C.
Umbiloweg 396, Umbilo, Durban.....	223 van C.
Umbiloweg 584/586, Umbilo, Durban.....	5 van K van J Congella.
Umbiloweg 608, Umbilo, Durban.....	26 van B van J Congella.
Umgeniweg 709/711, Stamford Hill, Durban.....	A van 20/26 van A.
Umgeniweg 729, Stamford Hill, Durban.....	Restant van 16/26 van A.
Unaweg 44, Bluff, Durban.....	D van 11 van Z van Clark van Wentworth 860.
Unionsingel 72, Rose Hill, Durban.....	505 van Rose Hill 10663.
Unionsingel 79, Rose Hill, Durban.....	450 van Rose Hill 10663.
Unionsingel 93, Rose Hill, Durban.....	440 van Rose Hill 10663.
Unitlaan 5, Sea View, Durban.....	C van 21 van K van Sea View 845.
Unitlaan 14, Sea View, Durban.....	4 van Store van K van Sea View 845.
Uptonoord 4, Woodlands, Durban.....	1177 van Mobeni 13538.
Uptonoord 7, Woodlands, Durban.....	1190 van Mobeni 13538.
Uptonoord 10, Woodlands, Durban.....	1180 van Mobeni 13538.
Uptonoord 18, Woodlands, Durban.....	1184 van Mobeni 13538.
Valley Viewweg 30, Puntanshill, Durban.....	6 van D van Saulsville 12695.
Valley Viewweg 33, Puntanshill, Durban.....	Restant van Saulsville 12695.
Valley Viewweg 53, Puntanshill, Durban.....	5 van Alley van B van CDGHI van Springfield 802.
Valley Viewweg 112, Puntanshill, Durban.....	B van 1 van A van 31 van CDGHI van Springfield 802.
Vauseweg 143, Berea, Durban.....	7 van C van 7 van Z.
Vauseweg 161, Berea, Durban.....	2 van B van 7 van Z.
Vauseweg 300, Berea, Durban.....	B van G van 64 van B.
Veniceweg 161, Morningside, Durban.....	192 van AB.
Verbenaweg 19, Durban Noord.....	Restant van 3 van D/10 van C.
Verbenaweg 28, Durban Noord.....	Restant van 1 van A1/A van C.
Veritylaan 17, Woodlands, Durban.....	1163 van Mobeni 13538.
Veritylaan 36, Woodlands, Durban.....	2141 van Mobeni 13538.
Veritylaan 61, Woodlands, Durban.....	1098 van 1072 van Mobeni 13538.
Veritylaan 67, Woodlands, Durban.....	1101 van 1072 van Mobeni 13538.
Vernonweg 14, Berea, Durban.....	Restant van 32 van GG van 5 van Z.
Vernonweg 37, Berea, Durban.....	22 van 4 van Z.
Vernonweg 44, Berea, Durban.....	37 van 4 van Z.

Adres van eiendom**Ligging van eiendom**

Vernonweg 53/53A Berea, Durban.....	25 van X van 3 van Z.
Vernonweg 65, Berea, Durban.....	27 van X van 3 van Z.
Victorlaan 3, Rosburgh, Durban.....	Botes van 40/44 van C van Sea View 846.
Victoriasingel 19, Melvern.....	Remainder/762 QU.
Victoriaweg 153, Mount Vernon, Durban.....	B van 41 van O van X van Bellair 823.
Viewlaning 9 Overport, Durban.....	A van C3 van G van Brickfield 806.
Wakesleighweg 169, Bellair, Durban.....	3 van D van C van C van Bellair 823.
Wakesleighweg 294, Bellair, Durban.....	Restant van G van C van X van Bellair 823.
Wakesleighweg 319, Bellair, Durban.....	2 van Hogdens van 2 van C van S van Bellair 823.
Wakesleighweg 302, Bellair, Durban.....	3 van E van C van X van Bellair 823.
Wakesleighweg 329, Bellair, Durban.....	Stanley van 2 van C van S van Bellair 823.
Waterfallweg 25, Mayville, Durban.....	1 van 24 van A 2 van Brickfield 806.
Watervallweg 165, Mayville, Durban.....	Gedeelte van 8, 9 en 10 van A 2 van Brickfield 806.
Watervallweg 169, Mayville, Durban.....	Restant van E van 2 van A van 7 van A 3 van Brickfield 806.
Watsoniaweg 106, Grosvenor, Durban.....	1 van 70 van Clark van Wentworth 860.
Waverleyweg 6, Hillary, Durban.....	Restant van C van 18 van B van X van Bellair 823.
Waverleyweg 79, Hillary, Durban.....	2 van A van 11 van B van X van Bellair 823.
Waverleyweg 92, Hillary, Durban.....	Restant van 2 van 12 van B van X van Bellair 823.
Welfreerweg 65, Bluff, Durban.....	A van 17 van 4 Bluff 2695.
Welfreerweg 196, Bluff, Durban.....	Restant van Ketley Bluff 14012.
Welfreerweg 228, Bluff, Durban.....	27 van 14 Bluff 2691.
Westburyrylaan 4, Durban-Noord.....	2719 van 15 No. 1556.
Westburyrylaan 9, Durban-Noord.....	2077 van 15 No. 1556.
Westburyrylaan 12, Durban-Noord.....	2076 van 15 No. 1556.
Westonweg 38/40, Umbilo, Durban.....	7 van K van E, Umbilo.
Weymouthlaan 12, Mayville, Durban.....	4 van Bird van 7 van Z van A van Cato Manor 812.
Weymouthlaan 14, Mayville, Durban.....	3 van Bird van 7 van Z van A van Cato Manor 812.
Wheelerweg 25, Manor Gardens, Durban.....	22 van I van SB10 van Cato Manor 812.
Wheelerweg 29, Manor Gardens, Durban.....	21 van I van SB10 van Cato Manor 812.
Wheelerweg 33, Manor Gardens, Durban.....	19 van I van SB10 van Cato Manor 812.
Whitbyweg 31, Sea View, Durban.....	1 van A van 96 van C van U van Sea View 845.
Willoughbyweg 9, Carrington Heights, Durban.....	346 van Carrington Heights van Sea View 846.
Willowvaleweg 4, Umbilo, Durban.....	188 van J Congella.
Wilmslowrylaan 17, Sea View, Durban.....	C van Jordaan van M van Sea View 845.
Winchelsealaan 19/19A, Wentworth, Durban.....	Restant van 45 van Mid Wentworth van Wentworth 860.
Winchelsealaan 20, Wentworth, Durban.....	Restant van D van Fleming van Mid Wentworth van Wentworth 860.
Winchelsealaan 38, Wentworth, Durban.....	Restant van A van 26 van Mid Wentworth van Wentworth 860.
Winchelsealaan 46, Wentworth, Durban.....	2 van 28 van Mid Wentworth van Wentworth 860.
Winchelsealaan 65/71, Wentworth, Durban.....	Restant van 32 van 34 van Wentworth 860.
Winchelsealaan 72, Wentworth, Durban.....	Restant van 38 van 34 van Wentworth 860.
Winchelsealaan 74, Wentworth, Durban.....	C van 38 van 34 van Wentworth 860.
Winchelsealaan 75, Wentworth, Durban.....	A van 31 van 34 van Wentworth 860.
Winchelsealaan 127, Wentworth, Durban.....	7 van A van 32 van Wentworth 860.
Windermereweg 86, Morningside, Durban.....	A van 42 van G.
Windermereweg 106, Morningside, Durban.....	A van 45 van G.
Windermereweg 110, Morningside, Durban.....	Restant van 45 van G.
Windermereweg 138, Morningside, Durban.....	1 van F van D van 11 van 6.
Windermereweg 166, Morningside, Durban.....	Restant van 101 van 6.
Windermereweg 188, Morningside, Durban.....	A van 116 van G.
Windermereweg 194, Morningside, Durban.....	A van 117 van G.
Windermereweg 316, Morningside, Durban.....	22/24 van A.
Windermereweg 478, Morningside, Durban.....	Z van F van 6 van A.
Windermereweg 482, Morningside, Durban.....	4 van F van 6 van A.
Windermereweg 485, Morningside, Durban.....	Restant van E van 1 van AB.
Windermereweg 508, Morningside, Durban.....	C van 10 van A.
Windermereweg 510, Morningside, Durban.....	A van D van 10 van A.
Windermereweg 512, Morningside, Durban.....	Restant van D van 10 van A.
Wingateweg 38, Montclair, Durban.....	A van 78 van ABIKLNO van Sea View 845.
Wingateweg 170, Montclair, Durban.....	B van 137 van ABIKLNO van Sea View 845.

Adres van eiendom

Withernsealaan 23, Wentworth, Durban.....
 Woodweg 10, Montclair, Durban.....
 Woodweg 20, Montclair, Durban.....
 Woodweg 24, Montclair, Durban.....
 Woodweg 34, Montclair, Durban.....
 Woodweg 71/73, Montclair, Durban.....
 Woodweg 110, Montclair, Durban.....
 Woodweg 128, Montclair, Durban.....
 Woodweg 154, Montclair, Durban.....
 Woodweg 240, Montclair, Durban.....
 Woodfordlaning 9, Stamford Hill, Durban.....
 Woodfordlaning 50/52, Stamford Hill, Durban.....
 Woodfordlaning 56, Stamford Hill, Durban.....
 Woodfordlaning 58/60, Stamford Hill, Durban.....
 Woodfordlaning 64, Stamford Hill, Durban.....
 Woodfordlaning 75, Stamford Hill, Durban.....
 Woodfordlaning 104, Stamford Hill, Durban.....
 Woodfordlaning 110, Stamford Hill, Durban.....
 Woodfordlaning 117, Stamford Hill, Durban.....
 Woodfordlaning 119/121, Stamford Hill, Durban.....
 Woodfordlaning 125, Stamford Hill, Durban.....
 Woodfordlaning 129, Stamford Hill, Durban.....
 Woodfordlaning 137, Stamford Hill, Durban.....
 Woodlandsaan 3, Hillary, Durban.....
 Woodlandsaan 21, Hillary, Durban.....
 Woodlandsaan 55, Hillary, Durban.....
 Woodlandsweg 7, Glenwood, Durban.....
 Woodlandsweg 10, Glenwood, Durban.....
 Woodlandsweg 11, Glenwood, Durban.....
 Woodlandsweg 23, Glenwood, Durban.....
 Woodlandsweg 27, Glenwood, Durban.....
 Wrenfordoord 21, Hillary, Durban.....
 Wrightoord 1, Carrington Heights, Durban.....
 Wrightoord 8, Carrington Heights, Durban.....
 Wrightoord 12, Carrington Heights, Durban.....
 Wylie Hallweg 9, Red Hill, Durban.....
 Wylie Hallweg 10, Red Hill, Durban.....
 Wylieweg 18, Fynnlands, Durban.....
 Wylieweg 25, Fynnlands, Durban.....
 Wylieweg 34, Fynnlands, Durban.....
 Wylieweg 112, Fynnlands, Durban.....
 Youngsmaan 10, Botanic Gardens, Durban.....
 Youngsmaan 37, Botanic Gardens, Durban.....
 Youngsmaan 38, Botanic Gardens, Durban.....
 Youngsmaan 42, Botanic Gardens, Durban.....
 Cardigan Mansions, Mooreweg 264, Glenwood, Durban.....
 Penzance Mansions, Umbiloweg 648/658, Umbilo, Durban.....
 Rosehilllaan 3, Ellis Park, Durban-Noord.....
 Ayliffstraat 35, Newcastle.....
 Ayliffstraat 41, Newcastle.....
 Birdstraat 19/21, Newcastle.....
 Crawfordstraat 16, Newcastle.....
 Hardingstraat 2, Newcastle.....
 Hardingstraat 4, Newcastle.....
 Hardingstraat 21, Newcastle.....
 Hardingstraat 22, Newcastle.....
 Hardingstraat 26/28, Newcastle.....
 Hardingstraat 31, Newcastle.....
 Hardingstraat 69, Newcastle.....
 Hardingstraat 80, Newcastle.....
 Hardingstraat 82, Newcastle.....
 Hardingstraat 98, Newcastle.....
 Hardwickstraat 13, Newcastle.....

Ligging van eiendom

Restant van 45 van 34 van Wentworth 860.
 Restant van 2 van 6A van ABIKLNO van Sea View 845.
 Restant van A van 7 van ABIKLNO van Sea View 845.
 Restant van 4 van B van 7 van ABIKLNO van Sea View 845.
 1 van Holwood van ABIKLNO van Sea View 845.
 A van 92 van ABIKLNO van Sea View 845.
 3 van 12B van ABIKLNO van Sea View 845.
 2 van A van 13 van ABIKLNO van Sea View 845.
 1 van 14B van ABIKLNO van Sea View 845.
 Restant van 15A van ABIKLNO van Sea View 845.
 K van Z van 27 van A.
 A van 13/26 van A.
 Restant van 14/26 van A.
 15/26 van A.
 15 van 25 van A.
 12 van 25 van A.
 16 van 21 van A.
 18 van 21 van A.
 13 van A/21 van A.
 14 van A/21 van A.
 A van F van A/19 van A.
 E van C van 19 van A.
 1 van C van A/19 van A.
 Restant van X van 1A van A van S van Bellair 823.
 W van 1A van S van Bellair 823.
 A van S van 1A van A van S van Bellair 823.
 10 van A van A van 15 van F.
 7 van A van A van 15 van F.
 11 van A van 15 van F.
 D van B van 15 van F.
 E van B van 15 van F.
 E van 3 van 1 van Bellair 823.
 183 van Carrington Heights van Sea View 845.
 344 van Carrington Heights van Sea View 845.
 343 van Carrington Heights van Sea View 845.
 4 van 28 van A van C van Duikerfontein 785.
 5 van Gand van A van C van Duikerfontein 785.
 98 van 28 Fynnlands 2849.
 109 van 28 Fynnlands 2849.
 Restant van A van 95 van 28 Fynnlands 2849.
 Restant van 232 Shortlands van 29 Fynnlands 2852.
 1 van A van 1/25 van B.
 A van C/25 van B.
 G van 1/25 van B.
 H van 1/25 van B.
 4 van 8 van 33 van C.
 A van 96 van J Congella.
 A van 97 van J Congella.
 371 van Rose Hill 10663.
 Perseel R/496.
 Perseel R/439.
 Perseel 230.
 Perseel 1471.
 Perseel 1/484.
 Perseel R/484.
 Perseel 1/640.
 Perseel 3/496.
 Perseel 495.
 Perseel 1/635.
 Perseel 2/608.
 Perseel R/536.
 Perseel 2/536.
 Perseel R/547.
 Perseel R/487.

Adres van eiendom

Kirklandstraat 23, Newcastle
 Montaguestraat 60/60A/60B, Newcastle
 Montaguestraat 63, Newcastle
 Montaguestraat 65, Newcastle
 Murchisonstraat 7, Newcastle
 Murchisonstraat 10, Newcastle
 Murchisonstraat 14, Newcastle
 Murchisonstraat 16, Newcastle
 Murchisonstraat 20, Newcastle
 Pattersonstraat 17, Newcastle
 Pattersonstraat 24, Newcastle
 Pattersonstraat 34A/34B, Newcastle
 Pattersonstraat 50, Newcastle
 Pattersonstraat 76, Newcastle
 Pattersonstraat 80, Newcastle
 Pattersonstraat 88, Newcastle
 Scottstraat 16, Newcastle
 Scottstraat 18, Newcastle
 Scottstraat 24, Newcastle
 Scottstraat 26, Newcastle
 Scottstraat 25, Newcastle
 Scottstraat 30, Newcastle
 Scottstraat 78, Newcastle
 Scottstraat 80, Newcastle
 Scottstraat 81, Newcastle
 Scottstraat 82, Newcastle
 Scottstraat 83, Newcastle
 Scottstraat 84, Newcastle
 Sutherlandstraat 46, Newcastle
 Sutherlandstraat 47, Newcastle
 Sutherlandstraat 50, Newcastle
 Sutherlandstraat 57, Newcastle
 Sutherlandstraat 67, Newcastle
 Sutherlandstraat 68, Newcastle
 Sutherlandstraat 71, Newcastle
 Talmagestraat 5, Newcastle
 Talmagestraat 12, Newcastle
 Voortrekkerstraat 27, Newcastle
 Voortrekkerstraat 33, Newcastle
 Voortrekkerstraat 38, Newcastle
 Voortrekkerstraat 50, Newcastle
 Yorkstraat 12, Newcastle
 Yorkstraat 52, Newcastle
 Firdaleweg 29, Sea View, Durban
 Greenwichlaan 11, Bellair, Durban
 Jan Smuts Highway 915, Sherwood, Durban
 Anerleyweg 44, Morningside, Durban
 Blackburnweg 45, Red Hill, Durban
 Blackburnweg 54, Red Hill, Durban
 Blackburnweg 77, Red Hill, Durban
 Blackburnweg 344, Red Hill, Durban
 Breasideweg 67, Sea View, Durban
 Campbelllaan 28, Greyville, Durban

Ligging van eiendom

Perseel 2/1/320.
 Perseel 1/596.
 Perseel R/599.
 Perseel 3/599.
 Perseel 458.
 Perseel 318.
 Perseel 1/322.
 Perseel R322.
 Perseel 326.
 Perseel 1273.
 Perseel 638.
 Perseel 2/630.
 Perseel 1/621.
 Perseel 1/598.
 Perseel R/597.
 Perseel R/590.
 Perseel R/459.
 Perseel 1/459.
 Perseel 2/456.
 Perseel 1/456.
 Perseel 1/497.
 Perseel 2/455.
 Perseel 1/427.
 Perseel R/427.
 Perseel 534.
 Perseel 426.
 Perseel R/537.
 Perseel 2/423.
 Perseel 432.
 Perseel A/527.
 Perseel 432.
 Restant van Onderverdeling A van 608A.
 Perseel 1/686.
 Perseel 1/1266.
 Perseel 2/687.
 Perseel 1480.
 Perseel 1497.
 Onderverdeling C van A van 341.
 Perseel 1/516.
 Perseel R/519.
 Perseel 1/678.
 Perseel R/659.
 Perseel 1240.
 79 van 101 van D van E van Sea View 845.
 2 van 10 van C van S van Bellair 823.
 A van 1 van FK van Brickfield 806.
 24 van 20 van A.
 1 van A van 54 van Duikerfontein 786.
 Restant van 2 van D3 van Duikerfontein 786.
 Restant van 3 van D3 van Duikerfontein 786.
 1 van 15 van E3 van Duikerfontein 786.
 1 van B van 50 van E van Sea View 845.
 J van 12 van G.

**DEPARTMENT OF LOCAL GOVERNMENT,
 HOUSING AND WORKS**
No. 2458**19 October 1989****RENT CONTROL ACT, 1976**

**EXEMPTION OF CERTAIN DWELLINGS, GARAGES,
 PARKING SPACES AND SERVANTS' ROOMS
 FROM RENT CONTROL**

I, Lukas Johannes Nel, Ministerial Representative
 for the Southern and Eastern Transvaal, Administra-
 tion: House of Assembly, in accordance with the

**DEPARTEMENT VAN PLAASLIKE BESTUUR,
 BEHUISING EN WERKE**
No. 2458**19 Oktober 1989****WET OP HUURBEHEER, 1976**

**VRYSTELLING VAN SEKERE WONINGS, MOTOR-
 HUISE, MOTORSTAANPLEKKE EN BEDIENDE-
 KAMERS VAN HUURBEHEER**

Ek, Lukas Johannes Nel, Ministeriële Verteenwoor-
 diger vir Suid-en Oos-Transvaal, Administrasie:
 Volksraad, handelende kragtens die bevoegdheid my

powers granted to me by Notice 1469 of 8 December 1989, hereby declare under section 51 (g) of the Rent Control Act, 1976 (Act No. 80 of 1976), that—

(a) the dwellings mentioned in the Schedule hereto, are, as from the date on which the occupation of an existing lessee of such a dwelling is lawfully terminated or the date on which the monthly income of such lessee, as defined in proclamation No. 32 of 25 March 1983, as amended by proclamation No. 99 of 1 July 1983, and Proclamation No. 24 of 20 February 1987, exceeds the applicable income limit stipulated in the Schedule to the first-mentioned Proclamation, as so amended, namely R1 250 in respect of a lessee who is the head of a family with dependants or R750 in respect of a single lessee without dependants, whichever date occurs first, provided the lessee in question on the applicable date is not 70 years of age or older; and

(b) the garages, parking spaces and servants' rooms situated anywhere on land which forms part of land occupied or used in connection with the dwellings referred to in paragraph (a), above, are, as from the applicable date referred to in the said paragraph,

exempted from rent control, on condition that, subject to the provisions of section 28 of the said Rent Control Act, 1976, during a period of three calendar months as from the date of exemption of the relevant premises from rent control, the lessor may not require the lessee to vacate the premises, and further that during a period of two years as from the date of exemption of the relevant premises the rental in respect thereof shall not be increased by more than 10% per annum.

L. J. NEL,

Ministerial Representative:
Southern and Eastern Transvaal.

verleen by Kennisgewing 1469 van 8 Desember 1989, verklaar hierby kragtens artikel 51 (g) van die Wet op Huurbeheer, 1976 (Wet No. 80 van 1976), dat—

(a) die wonings genoem in die Bylae hiertoe, met ingang van die datum waarop 'n bestaande huurder van so 'n woning se okkupasie wettiglik beëindig word of die datum waarop sodanige huurder se maandelikse inkomste soos omskryf in Proklamasie No. 32 van 25 Maart 1983, soos gewysig by proklamasie No. 99 van 1 Julie 1983, en Proklamasie No. 24 van 20 Februarie 1987, die toepaslike inkomsteperk vermeld in die Bylae by eersgenoemde Proklamasie, soos aldus gewysig, naamlik R1 250 ten opsigte van 'n huurder wat 'n gesinshoof met afhanklikes is of R750 ten opsigte van 'n enkellopende huurder sonder afhanklikes, oorskry, welke datum ook al eerste voorval, mits die betrokke huurder op die betrokke datum nie 70 jaar of ouer is nie; en

(b) die motorhuise, motorstaanplekke en bediendekamers geleë op enige plek op grond wat deel uitmaak van grond wat geokkupeer word deur of gebruik word in verband met die wonings in paragraaf (a) hierbo bedoel, met ingang van die toepaslike datum in die genoemde paragraaf bedoel,

van huurbeheer vrygestel is, op voorwaarde dat, behoudens die bepalings van artikel 28 van genoemde Wet op Huurbeheer, 1976, gedurende 'n tydperk van drie kalendermaande vanaf die datum van vrystelling van die betrokke perseel van huurbeheer die verhuurder nie van die huurder mag vereis om die perseel te ontruim nie, en voorts dat gedurende 'n tydperk van twee jaar vanaf die datum van vrystelling van die betrokke perseel die huurgeld ten opsigte daarvan nie met meer as 10% per jaar verhoog mag word nie.

L. J. NEL,

Ministeriële Verteenwoordiger:
Suid- en Oos-Transvaal.

SCHEDULE

Address of premises	Situation of premises
18 and 18A Ninth Avenue, Mayfair, Johannesburg.....	Erf 2121, Johannesburg at Mayfair.
46 13th Avenue, Mayfair, Johannesburg	Erf 758, Johannesburg at Mayfair.
5 and 5A 15th Avenue, Mayfair, Johannesburg	Erf 1199, Johannesburg at Mayfair.
2, 4 and 4A 11th Avenue, Mayfair, Johannesburg	Erf 1559, Johannesburg at Mayfair.
45 11th Avenue, Mayfair, Johannesburg	Erf 841, Johannesburg at Mayfair.
15 Napier Street, Haddon, Johannesburg	Portion 1 of Erf 186, Johannesburg at Haddon.
40 and 40A Ninth Avenue, Mayfair, Johannesburg.....	Erf 2110, Johannesburg at Mayfair.
78 and 78A Ninth Avenue, Mayfair, Johannesburg.....	Erf 1528, Johannesburg at Mayfair.
46 and 48 Ninth Avenue, Mayfair, Johannesburg	Erf 2108, Johannesburg at Mayfair.
18 and 18A 11th Avenue, Mayfair, Johannesburg	Erf 1227, Johannesburg at Mayfair.
8 12th Avenue, Mayfair, Johannesburg	Erf 1565, Johannesburg at Mayfair.
94 and 94A Ninth Avenue, Mayfair, Johannesburg.....	Erf 1279, Johannesburg at Mayfair.
120 and 120A Fourth Avenue, Mayfair, Johannesburg.....	Erf 598, Johannesburg at Mayfair.
39 and 39A 10th Avenue, Mayfair, Johannesburg	Erven 852 and 853, Johannesburg at Mayfair.
97 and 97A Ninth Avenue, Mayfair, Johannesburg.....	Erven 1087 en 1088, Johannesburg te Mayfair.
Flats 1, 2 and 4-7 Princess Flats, 77 Princess Street, Mayfair, Johannesburg	Erf 609, Johannesburg at Mayfair.
23 Hendon Street, Yeoville, Johannesburg	Erf 54, Johannesburg at Yeoville.
41 Mollie Road, Whiteridge, Maraisburg, Roodepoort	Erf 86, Roodepoort at Whiteridge Maraisburg.
40 Fourth Avenue, Roodepoort North.....	Erf 586, Roodepoort North.
42 Fourth Avenue, Roodepoort North.....	Erf 588, Roodepoort North.
44 Fourth Avenue, Roodepoort North.....	Erf 590, Roodepoort North.

<i>Address of premises</i>	<i>Situation of premises</i>
14 12th Street, Maraisburg, Roodepoort	Remainder of Erf 131, Roodepoort at Maraisburg.
7 Grobler Street, Roodepoort	Erf 522, Roodepoort.
Flats 1-4, Myrvic Court, 44 High Street and houses at 42, 46 and 46A High Street and 3 Kruger Street, Rosettenville, Johannesburg	Erven 477 and 478 Johannesburg at Rosettenville.
47 Seventh Avenue, Roodepoort North	Erven 985 and 986 Roodepoort North.
Flats 1-3, Pollock Court, Clarendon Drive, Discovery, Roodepoort	Erf 41, Roodepoort at Discovery.
Flats 1-4, Avigliana Court, 126 Sheffield Street, Kenilworth, Johannesburg	Erf 377, Johannesburg at Kenilworth.
144 Yeo Street, Bellevue East, Johannesburg	Erf 323, Johannesburg at Bellevue East.
Flats 1-39, Ann Mor Mansions, corner of Quarts and Pietersen Streets, Hillbrow, Johannesburg	Erven 2675 and 2676, Johannesburg at Hillbrow.
79 Honey Street, Berea, Johannesburg	Erf 1133, Johannesburg at Berea.
78 Sivewright Street, Krugersdorp	Portion 2 of Erf 404, Krugersdorp.
80 Sivewright Street, Krugersdorp	Erf 296, Krugersdorp.
16 Barclay Street, Krugersdorp	Erf 50, Krugersdorp.
100 Von Brandis Street, Krugersdorp	Erf 1838, Krugersdorp.
66 Sivewright Street, Krugersdorp	Erf 100, Krugersdorp.
53 Sivewright Street, Krugersdorp	Erf 152, Krugersdorp.
12 and 12A, Sivewright Street, Krugersdorp	Portion 1 of Erf 206, Krugersdorp.
63 and 63A Sivewright Street, Krugersdorp	Erf 418, Krugersdorp.
22 and 22A Currie Street, Roodepoort	Erf 130, Roodepoort.
28 and 28A Currie Street, Roodepoort	Erf 1917, Roodepoort.
13 and 13A Grobler Street, Roodepoort	Erven 512 and 513, Roodepoort.
20 and 20A Wight Street, Roodepoort	Erf 318, Roodepoort.
11 Hinda Street, Roodepoort	Erf 331, Roodepoort.
62 Exner Street, Roodepoort	Erf 846, Roodepoort.
Flats 1-6, Estlyn Court, 4 Burger Street, Roodepoort	Erf 808, Roodepoort.
109 and 109A Great Britain Street, Kenilworth, Johannesburg	Erf 1355, Johannesburg at Kenilworth.
4 Cambridge Road, Kensington, Johannesburg	Erf 1362, Johannesburg at Kensington.
207 Tramway Street, Kenilworth, Johannesburg	Erf 445, Johannesburg at Kenilworth.
04, Fifth Avenue, Florida, Roodepoort	Portion 13 of Erf 956, Roodepoort at Florida.
43 and 45, Fifth Avenue, Roodepoort North	Erven 389 and 391, Roodepoort North.
13 Edward Street, Roodepoort	Erven 985 and 986, Roodepoort.
24 Fourth Avenue, Roodepoort North	Erf 570, Roodepoort North.
Flats 1-8, Marie-Anna Court, 87 Shamrock Street, Florida, Roodepoort	Erf 1178, Roodepoort at Florida.
55 Natal Street, Bellevue East, Johannesburg	Erf 479, Johannesburg at Bellevue East.
53 and 53A Natal Street, Bellevue East, Johannesburg	Erf 478, Johannesburg at Bellevue East.
11 Cameron Street, Georginia, Roodepoort	Erf 270, Roodepoort at Georginia.
7 and 7A Nel Street, Roodepoort	Erf 1296 Roodepoort.
566 Ontdekkers Road, Florida, Roodepoort	Erf 1961, Roodepoort at Florida.
21 Nel Street, Roodepoort	Erf 1354 Roodepoort.
8 Hinda Street, Roodepoort	Erf 243 Roodepoort.
17, First Street, Maraisburg, Roodepoort	Erf 437 Roodepoort at Maraisburg.
102 Frances Street, Bellevue, Johannesburg	Erf 368 and Remainder of Erf 369, Johannesburg at Bellevue.
115 Sixth Avenue, Roodepoort North	Erf 338 Roodepoort North.
20 Weilboch Street, Hamberg, Roodepoort	Erf 171 Roodepoort at Hamberg.
48 Rebecca Street, Florida, Roodepoort	Erf 1469 Roodepoort at Florida.
1 Herbert Street, Roodepoort	Erf 96 Roodepoort.
Flats 1-12, Karma Court, 5 First Avenue, Florida, Roodepoort	Erven 1022 and 1024, Roodepoort at Florida.
20 and 20A Lagoi Street, Burgershoop, Krugersdorp	Erf 81, Krugersdorp at Burgershoop.
85 Main Street, Roodepoort	Erf 1887, Roodepoort.
15 Rose Street, Florida, Roodepoort	Erf 526, Roodepoort at Florida.
63, 63A and 63B Main Reef Road, Princess, Roodepoort	Erf 8, Roodepoort at Princess.
Flats 1-12, Burgena Court, Sixth Avenue, Florida, Roodepoort	Remainder of Erf 199, Roodepoort at Florida.
107 Rail Street, Unified, Roodepoort	Erf 45 Roodepoort at Unified.
1 Green Street, Florida, Roodepoort	Erf 179 Roodepoort at Florida.
54 Avalanche Street, Westdene, Johannesburg	Erf 1358 Johannesburg at Westdene.
116 Fifth Avenue, Georginia, Roodepoort	Erf 122 Roodepoort at Georginia.
Flats 1-12, Edlyn Court, Sixth Avenue, Florida, Roodepoort	Portion 6 of Erf 200, Roodepoort at Florida.
15 and 15A Plein Street, Roodepoort	Erf 348 Roodepoort.
1 Rail Street, Florida, Roodepoort	Erf 994 Roodepoort at Florida.
54 Ruth Street, Florida, Roodepoort	Erf 784 Roodepoort at Florida.
5 Green Street, Florida, Roodepoort	Erf 179, Roodepoort at Florida.
48 Dan Pienaar Street, Florida North, Roodepoort	Erf 139, Roodepoort at Florida North.
36 Fourth Avenue, Florida, Roodepoort	Portion 1 of Erf 80, Roodepoort at Florida.
46 Struben Avenue, Discovery, Roodepoort	Erf 434, Roodepoort at Discovery.

Address of premises**Situation of premises**

49 Simmer Street, Discovery, Roodepoort
 23 Walker Avenue, Discovery, Roodepoort
 50 Shamrock Street, Florida, Roodepoort
 35 Rebecca Street, Florida, Roodepoort
 1 Friesland Street, Princess, Roodepoort
 10 Sixth Street, Maraisburg, Roodepoort
 6 Fourth Avenue, Roodepoort North
 36 Hinda Street, Roodepoort
 69 Sixth Avenue, Roodepoort North
 12 Bok Avenue, Discovery, Roodepoort
 4 Sixth Avenue, Roodepoort North
 120 Eighth Avenue, Roodepoort North
 65 Potgieter Avenue, Hamberg, Roodepoort
 58 Shamrock Street, Florida, Roodepoort
 44 and 44A Herbert Street, Roodepoort
 49 Fourth Avenue, Roodepoort North
 Flats 1-4, Teneriffe Court, 113 Bertha Street, Turffontein, Johannesburg
 27 Mary Street, Florida, Roodepoort
 45 Nel Street, Roodepoort
 34 Fourth Avenue, Florida, Roodepoort
 163 Seventh Avenue, Georgia, Roodepoort
 Flat 1, Jooste and Bryant Building, 45 Betty Street, Jeppestown, Johannesburg
 24 Ninth Street, Maraisburg, Roodepoort
 66 and 66A Jeug Street, Potchefstroom

Erf 65, Roodepoort at Discovery.
 Erf 605, Roodepoort at Discovery.
 Erf 622, Roodepoort at Florida.
 Erf 804, Roodepoort at Florida.
 Plot 68, Roodepoort at Princess.
 Erf 461, Roodepoort at Maraisburg.
 Erf 552, Roodepoort North.
 Erf 207, Roodepoort.
 Erf 292, Roodepoort North.
 Erf 320, Roodepoort at Discovery.
 Erf 349, Roodepoort North.
 Portion 3 of Erf 771, Roodepoort North.
 Erf 84, Roodepoort at Hamberg.
 Erf 626, Roodepoort at Florida.
 Erf 1866, Roodepoort.
 Erf 506, Roodepoort North.
 Erf 481, Johannesburg at Turffontein.
 Erf 1377, Roodepoort at Florida.
 Portion 1 of Erf 1954, Roodepoort.
 Erf 79, Roodepoort at Florida.
 Erf 286, Roodepoort at Georgia.
 Erf 35, Johannesburg at Jeppestown.
 Erf 65, Roodepoort at Maraisburg.
 Remainder of Portion B of Erf 242, Potchefstroom.

BYLAE**Adres van eiendom****Ligging van eiendom**

Negende Laan 18 en 18A, Mayfair, Johannesburg
 13de Laan 46, Mayfair, Johannesburg
 15de Laan 5 en 5A, Mayfair, Johannesburg
 11de Laan 2, 4 en 4A, Mayfair, Johannesburg
 11de Laan 45, Mayfair, Johannesburg
 Napierstraat 15, Haddon, Johannesburg
 Negende Laan 40 en 40A, Mayfair, Johannesburg
 Negende Laan 78 en 78A, Mayfair, Johannesburg
 Negende Laan 46 en 48, Mayfair, Johannesburg
 11de Laan 18 en 18A, Mayfair, Johannesburg
 12de Laan 8, Mayfair, Johannesburg
 Negende Laan 94 en 94A, Mayfair, Johannesburg
 Vierde Laan 120 en 120A, Mayfair, Johannesburg
 10de Laan 39 en 39A, Mayfair, Johannesburg
 Negende Laan 97 en 97A, Mayfair, Johannesburg
 Woonstelle 1, 2 en 4-7 Princesswoonstelle, Princessstraat 77, Mayfair, Johannesburg
 Hendonstraat 23, Yeoville, Johannesburg
 Mollieweg 41, Whiteridge, Maraisburg, Roodepoort
 Vierde Laan 40, Roodepoort-Noord
 Vierde Laan 42, Roodepoort-Noord
 Vierde Laan 44, Roodepoort-Noord
 12de Straat 14, Maraisburg, Roodepoort
 Groblerstraat 7, Roodepoort
 Woonstelle 1-4, Myrvichof, Highstraat 44 en huise te Highstraat 42, 46 en 46A en Krugerstraat 3, Rosettenville, Johannesburg
 Sewende Laan 47, Roodepoort-Noord
 Woonstelle 1-3, Pollockhof, Clarendonrylaan, Discovery, Roodepoort
 Woonstelle 1-4, Aviglianahof, Sheffieldsstraat 126, Kenilworth, Johannesburg
 Yeostraat 144, Bellevue-Oos, Johannesburg
 Woonstelle 1-39, Ann Mor Mansions, hoek van Quarts- en Pietersenstraat, Hillbrow, Johannesburg
 Honeystraat 79, Berea, Johannesburg
 Sivewrightstraat 78, Krugersdorp
 Sivewrightstraat 80, Krugersdorp
 Barclaystraat 16, Krugersdorp
 Von Brandisstraat 100, Krugersdorp
 Sivewrightstraat 66, Krugersdorp
 Sivewrightstraat 53, Krugersdorp

Erf 2121, Johannesburg te Mayfair.
 Erf 758, Johannesburg te Mayfair.
 Erf 1199, Johannesburg te Mayfair.
 Erf 1559, Johannesburg te Mayfair.
 Erf 841, Johannesburg te Mayfair.
 Gedeelte 1 van Erf 186, Johannesburg te Haddon.
 Erf 2110, Johannesburg te Mayfair.
 Erf 1528, Johannesburg te Mayfair.
 Erf 2108, Johannesburg te Mayfair.
 Erf 1227, Johannesburg te Mayfair.
 Erf 1565, Johannesburg te Mayfair.
 Erf 1279, Johannesburg te Mayfair.
 Erf 598, Johannesburg te Mayfair.
 Erwe 852 en 853, Johannesburg te Mayfair.
 Erwe 1087 en 1088, Johannesburg te Mayfair.
 Erf 609, Johannesburg te Mayfair.
 Erf 54, Johannesburg te Yeoville.
 Erf 86, Roodepoort te Whiteridge Maraisburg.
 Erf 586, Roodepoort-Noord.
 Erf 588, Roodepoort-Noord.
 Erf 590, Roodepoort-Noord.
 Restant van Erf 131, Roodepoort te Maraisburg.
 Erf 522, Roodepoort.
 Erwe 477 en 478 Johannesburg te Rosettenville.
 Erwe 985 en 986, Roodepoort-Noord.
 Erf 41, Roodepoort te Discovery.
 Erf 377, Johannesburg te Kenilworth.
 Erf 323, Johannesburg te Bellevue-Oos.
 Erwe 2675 en 2676, Johannesburg te Hillbrow.
 Erf 1133, Johannesburg te Berea.
 Gedeelte 2 van Erf 404, Krugersdorp.
 Erf 296, Krugersdorp.
 Erf 50, Krugersdorp.
 Erf 1838, Krugersdorp.
 Erf 100, Krugersdorp.
 Erf 152, Krugersdorp.

Adres van eiendom

Sivewrightstraat 12 en 12A, Krugersdorp

Sivewrightstraat 63 en 63A, Krugersdorp

Curriestraat 22 en 22A, Roodepoort

Curriestraat 28 en 28A, Roodepoort

Groblerstraat 13 en 13A, Roodepoort

Wightstraat 20 en 20A, Roodepoort

Hindastraat 11, Roodepoort

Exnerstraat 62, Roodepoort

Woonstelle 1-6, Estlynhof, Burgerstraat 4, Roodepoort

Great Britainstraat 109 en 109A, Kenilworth, Johannesburg

Cambridgeweg 4, Kensington, Johannesburg

Tramwaystraat 207, Kenilworth, Johannesburg

Vyfte Laan 04, Florida, Roodepoort

Vyfte Laan 43 en 45 Roodepoort-Noord

Edwardstraat 13, Roodepoort

Vierde Laan 24, Roodepoort-Noord

Woonstelle 1-8, Marie Annahof, Shamrockstraat 87, Florida, Roodepoort

Natalstraat 55, Bellevue-Oos, Johannesburg

Natalstraat 53 en 53A, Bellevue-Oos, Johannesburg

Cameronstraat 11, Georginia, Roodepoort

Nelstraat 7 en 7A, Roodepoort

Ontdekkersweg 566, Florida, Roodepoort

Nelstraat 21, Roodepoort

Hindastraat 8, Roodepoort

Eerste Straat 17, Maraisburg, Roodepoort

Francesstraat 102, Bellevue, Johannesburg

Sesde Laan 115, Roodepoort-Noord

Weilbochstraat 20, Hamberg, Roodepoort

Rebeccastraat 48, Florida, Roodepoort

Herbertstraat 1, Roodepoort

Woonstelle 1-12, Karmahof, Eerste Laan 5, Florida, Roodepoort

Lagostraat 20 en 20A, Burgershoop, Krugersdorp

Mainstraat 85, Roodepoort

Rosestraat 15, Florida, Roodepoort

Hoofrifweg 63, 63A en 63B, Princess, Roodepoort

Woonstelle 1-12, Burgenahof, Sesde Laan, Florida, Roodepoort

Railstraat 107, Unified, Roodepoort

Greenstraat 1, Florida, Roodepoort

Avalanchestraat 54, Westdene, Johannesburg

Vyfte Laan 116, Georginia, Roodepoort

Woonstelle 1-12, Edlynhof, Sesde Laan, Florida, Roodepoort

Pleinstraat 15 en 15A, Roodepoort

Railstraat 1, Florida, Roodepoort

Ruthstraat 54, Florida, Roodepoort

Greenstraat 5, Florida, Roodepoort

Dan Pienaarstraat 48, Florida-Noord, Roodepoort

Vierde Laan 36, Florida, Roodepoort

Strubenlaan 46, Discovery, Roodepoort

Simmerstraat 49, Discovery, Roodepoort

Walkerlaan 23, Discovery, Roodepoort

Shamrockstraat 50, Florida, Roodepoort

Rebeccastraat 35, Florida, Roodepoort

Fireslandstraat 1, Princess, Roodepoort

Sesde Straat 10, Maraisburg, Roodepoort

Vierde Laan 6, Roodepoort-Noord

Hindastraat 36, Roodepoort

Sesde Laan 69, Roodepoort-Noord

Boklaan 12, Discovery, Roodepoort

Sesde Laan 4, Roodepoort-Noord

Agtste Laan 120, Roodepoort-Noord

Potgieterlaan 65, Hamberg, Roodepoort

Shamrockstraat 58, Florida, Roodepoort

Herbertstraat 44 en 44A, Roodepoort

Vierde Laan 49, Roodepoort-Noord

Woonstelle 1-4 Teneriffhof, Berthastraat 113, Turffontein, Johannesburg

Ligging van eiendom

Gedeelte 1 van Erf 206, Krugersdorp

Erf 418, Krugersdorp

Erf 130, Roodepoort

Erf 1917, Roodepoort

Erwe 512 en 513, Roodepoort

Erf 318, Roodepoort

Erf 331, Roodepoort

Erf 846, Roodepoort

Erf 808, Roodepoort

Erf 1355, Johannesburg te Kenilworth

Erf 1362, Johannesburg te Kensington

Erf 445, Johannesburg te Kenilworth

Gedeelte 13 van Erf 956, Roodepoort te Florida

Erwe 389 en 391, Roodepoort-Noord

Erwe 985 en 986 Roodepoort

Erf 570, Roodepoort-Noord

Erf 1178, Roodepoort te Florida

Erf 479, Johannesburg te Bellevue-Oos

Erf 478, Johannesburg te Bellevue-Oos

Erf 270, Roodepoort te Georginia

Erf 1296, Roodepoort

Erf 1961, Roodepoort te Florida

Erf 1354, Roodepoort

Erf 243, Roodepoort

Erf 437, Roodepoort te Maraisburg

Erf 368 en Restant van Erf 369, Johannesburg te Bellevue

Erf 338, Roodepoort-Noord

Erf 171, Roodepoort te Hamberg

Erf 1469, Roodepoort te Florida

Erf 96, Roodepoort

Erwe 1022 en 1024, Roodepoort te Florida

Erf 81, Krugersdorp te Burgershoop

Erf 1887, Roodepoort

Erf 526, Roodepoort te Florida

Erf 8, Roodepoort te Princess

Restant van Erf 199, Roodepoort te Florida

Erf 45, Roodepoort te Unified

Erf 179, Roodepoort te Florida

Erf 1358, Johannesburg te Westdene

Erf 122, Roodepoort te Georginia

Gedeelte 6 van Erf 200, Roodepoort te Florida

Erf 348, Roodepoort

Erf 994, Roodepoort te Florida

Erf 784, Roodepoort, te Florida

Erf 179, Roodepoort, te Florida

Erf 139, Roodepoort te Florida-Noord

Gedeelte 1 van Erf 80, Roodepoort te Florida

Erf 434, Roodepoort te Discovery

Erf 65, Roodepoort te Discovery

Erf 605, Roodepoort te Discovery

Erf 622, Roodepoort te Florida

Erf 804, Roodepoort te Florida

Hoewe 68, Roodepoort te Princess

Erf 461, Roodepoort te Maraisburg

Erf 552, Roodepoort-Noord

Erf 207, Roodepoort

Erf 292 Roodepoort-Noord

Erf 320, Roodepoort te Discovery

Erf 349, Roodepoort-Noord

Gedeelte 3 van Erf 771, Roodepoort-Noord

Erf 84, Roodepoort te Hamberg

Erf 626, Roodepoort te Florida

Erf 1866, Roodepoort

Erf 506, Roodepoort-Noord

Erf 481, Johannesburg te Turffontein

Adres van eiendom**Ligging van eiendom**

Marystraat 27, Florida, Roodepoort.....
 Nelstraat 45, Roodepoort.....
 Vierde Laan 34, Florida, Roodepoort.....
 Sewende Laan 163, Georginia, Roodepoort.....
 Woonstel 1, Jooste en Bryantgebou, Bettystraat 45, Jeppestown, Johannesburg
 Negende Straat 24, Maraisburg, Roodepoort.....
 Jeugstraat 66 en 66A, Potchefstroom.....

Erf 1377, Roodepoort te Florida.
 Gedeelte 1 van Erf 1954, Roodepoort.
 Erf 79, Roodepoort te Florida.
 Erf 286, Roodepoort te Georginia.
 Erf 35, Johannesburg te Jeppestown.
 Erf 65, Roodepoort te Maraisburg.
 Restant van Gedeelte B van Erf 242, Potchefstroom.

**OFFICE OF THE COMMISSION FOR
 ADMINISTRATION**

No. 2459

19 October 1990

**PUBLICATION OF REPORT BY COMPETITION
 BOARD**

I, Willem Johannes de Villiers, Minister for Administration and Economic Co-ordination, acting in terms of section 12 (4) (b) of the Maintenance and Promotion of Competition Act, 1979 (Act No. 96 of 1979), hereby publish the report by the Competition Board which appears in the Schedule to this notice.

**KANTOOR VAN DIE KOMMISSIE VIR
 ADMINISTRASIE**

No. 2459

19 Oktober 1990

**PUBLIKASIE VAN VERSLAG DEUR DIE
 RAAD OP MEDEDINGING**

Ek, Willem Johannes de Villiers, Minister vir Administrasie en Ekonomiese Koördinering, handelend ingevolge artikel 12 (4) (b) van die Wet op die Handhawing en Bevordering van Mededinging, 1979 (Wet No. 96 van 1979), publiseer hiermee die verslag van die Raad op Mededinging wat in die Bylae tot hierdie kennisgewing verskyn.

**SCHEDULE
 COMPETITION BOARD
 REPORT No. 28**
**INVESTIGATION INTO A RESTRICTIVE PRACTICE CONTAINED IN AN AGREEMENT
 BETWEEN SHELL SOUTH AFRICA (PTY) LTD AND THE CITY COUNCIL OF THE
 MUNICIPALITY OF KROONSTAD**
INTRODUCTORY REMARKS

1. The investigation which forms the subject matter of this report was announced in terms of section 10 (4) of the Maintenance and Promotion of Competition Act, 1979 (Act No. 96 of 1979 (hereafter the Act) in Government Notice 109 in *Government Gazette* No. 12291 of 16 February 1990. The notice reads as follows:

"The Competition Board hereby makes known for general information that it is undertaking an investigation in terms of section 10 (1) (a) of the Maintenance and Promotion of Competition Act, 1979 (Act No. 96 of 1979), to ascertain whether any clauses in an agreement between Shell South Africa (Pty) Ltd and the City Council of the Municipality of Kroonstad constitute a restrictive practice.

A practice is regarded as being restrictive if, *inter alia*, it directly or indirectly restricts competition.

Any person may within thirty (30) days of the publication of this notice submit written representations regarding the investigation to the Director: Investigations of the Competition Board, Private Bag X720, Pretoria, 0001."

2. In reaction to this notice various submissions were received from members of the public, entrepreneurs active in the relevant branch of industry, as well as the parties directly involved in the matter. Discussions were also held with representatives of Shell on 29 May 1990.

3. The pertinent facts which gave rise, and are related to the investigation, are set out below.

FACTUAL BACKGROUND TO INVESTIGATION

4. During 1984 Mr C. van der Merwe, a Kroonstad businessman, applied to the City Council for the lease of a portion of land for the construction of a service station and ancillary facilities. Notice was given in terms of the provisions of the Local Government Ordinance⁽¹⁾ of the receipt of the application. No objections were lodged and thereafter the Provincial Administration of the OFS approved the agreement.

5. Since Mr Van der Merwe apparently did not possess the necessary funds for the project, he contacted various petroleum companies. According to Mr Van der Merwe most of these companies did not show any interest in the proposed development. However, Shell did show interest and after negotiations it was agreed that Mr Van der Merwe would cede his rights to Shell. Notice was once again given concerning the agreement, which would be concluded between Shell and the City Council of Kroonstad. Mobil Oil of Southern Africa (Pty) Ltd lodged an objection against the fact that the City Council did not call for tenders for the development, but the contract was nevertheless authorized. A notarial agreement of lease between Shell and the City Council which provides for a period of lease of 20 years was registered on 12 October 1987. Thereafter the erection of the service station was commenced.

6. The service station was erected on the leased terrain which is situated next to an interchange at the end of the N1 tollroad where it enters the Kroonstad area from the north. The complex, known as Shell Ultra City Kroonstad (hereafter Ultra City), was officially taken into service on 10 August 1988. In terms of an agreement of lease dated 11 August 1988, the complex is leased from Shell and operated by Tewie Beleggings (Pty) Ltd, a petrol and vehicle dealer from Kroonstad. Ultra City is currently the only facility of its kind in the immediate vicinity of Kroonstad.

7. During 1989 Mr D. den Hartog, a quantity surveyor from Kroonstad, approached the City Council regarding the purchase of a piece of land which is situated within the municipal area of Kroonstad. This premises is situated at the Steynsrus interchange on the south-eastern side of Kroonstad where the roads to Welkom, Steynsrus and the N1 highway converge. Mr Den Hartog intends constructing a complex similar to Ultra City on the site.

8. The City Council gave conditional permission to Mr Den Hartog for the purchase of the land and the envisaged developments. One of the conditions stipulated was that a "compromise" had to be reached with Shell. This condition relates to a clause, to wit clause 25, of the agreement of lease between Shell and the City Council, which reads as follows:

"Die verhuurder onderneem hiermee en stem toe dat hy vir die volle duur van die huurkontrak nie sonder die voorafverkreë toestemming van die huurder sal toelaat dat 'n onderneming of bedryf soortgelyk aan die een wat kragtens hierdie ooreenkoms opgerig staan te word, op die dorpsgronde van Kroonstad of binne die afgemete dorpsgebied van Kroonstad deur enige instansie opgerig of bedryf sal word nie."

9. Shell refused to give permission to Mr Den Hartog, with the result that he approached the Competition Board with a request to establish whether clause 25 of the agreement constitutes a restrictive practice as defined in section 1 of the Act.

RELEVANT POINTS IN DISPUTE

10. The issue which the Board have to decide is whether clause 25 of the agreement constitutes a restrictive practice. At the commencement of the investigation a restrictive practice meant, according to section 1 of the Act, the following:

- "(a) any agreement, arrangement or understanding, whether legally enforceable or not, between two or more persons; or
- (b) any business practice or method or trading, including any method of fixing prices, whether by the supplier of any commodity or otherwise; or
- (c) any act or omission on the part of any person, whether acting independently or in concert with any other person; or
- (d) any situation arising out of the activities of any person or class or group of persons, which, by directly or indirectly restricting competition, has or is likely to have the effect of—
 - (i) restricting the production or distribution of any commodity; or
 - (ii) limiting the facilities available for the production or distribution of any commodity; or
 - (iii) enhancing or maintaining the price of or any other consideration for any commodity; or
 - (iv) preventing the production or distribution of any commodity by the most efficient and economical means; or
 - (v) preventing or retarding the development or introduction of technical improvements or the expansion of existing markets or the opening up of new markets; or
 - (vi) preventing or restricting the entry of new producers or distributors into any branch of trade or industry; or
 - (vii) preventing or retarding the adjustment of any profession or branch of trade or industry to changing circumstances."

A part of this definition was amended by the Maintenance and Promotion of Competition Amendment Act⁽²⁾ which came into effect on 4 July 1990. The section "which, by directly or indirectly restricting competition, has or is likely to have the effect of — . . ." was replaced with the following formulation, to wit, "which restricts competition directly or indirectly by having or being likely to have the effect of — . . .".

11. The definition of "commodity" in section 1 of the Act is, furthermore, of importance. It includes:

"any make or brand of any commodity, any book, periodical, newspaper or other publication, any building or structure and any service, whether personal, professional or otherwise, including any storage, transportation, insurance or banking service;"

12. It is also necessary to look at the definition of "distribution". This includes, according to section 1 of the Act:

"... the rendering of a service, irrespective of whether or not the rendering of such service is attended by the supply of a commodity, and storage, transportation, purchase and sale;"

13. Since the question whether Ultra City is in a monopoly situation will be briefly addressed later, the definition of "monopoly situation" in section 1 of the Act is of importance. It encompasses:

"... a situation where any person, or two or more persons with a substantial economic connection, control in the Republic or any part thereof, wholly or to a large extent, the class of business in which he or they are engaged in respect of any commodity;"

VIEWPOINTS OF INTERESTED PARTIES

(a) Shell

14. In the first instance Shell submits that the clause in the contract cannot be regarded as a restrictive practice. This emerges, according to them, when cognisance is taken of the unique characteristics of the oil industry. Mention is made, amongst others, of the fact that the oil industry is capital intensive in all its activities. The costs involved in the construction of a service station of average size is allegedly one million rand. According to Shell, in view of the fact that the whole development is designed essentially for the resale of a single commodity, this is a substantial amount.

15. A second characteristic of the specific industry is that, unlike, for example, shopping centres, additional retail facilities do not serve to increase turnover, but rather to diminish it. According to Shell this reality has led Government to formulate a policy which rationalises the development of service stations in order to prevent an uneconomic and wasteful proliferation of service stations.

16. Shell is also of the opinion that clause 25 does not restrict the facilities for the provision of any commodity in the Kroonstad area as there are a total of 15 service stations in Kroonstad. The fact that Ultra City is more convenient for travellers on the N1 highway is also irrelevant to the question whether there is a restriction on competition.

17. In summary of their first submission Shell states that clause 25 is only a commercially prudent and reasonable protection of a large investment (the costs allegedly being three million rand).

18. Secondly, Shell submits in the alternative that the clause is not against the public interest. Their viewpoint is that the clause must be seen in the light of the development of the concept of facilities like Ultra City. According to Shell, research that has been done since 1978 showed that the needs of motorists were changing. Better constructed roads as well as improved fuel consumption of cars allowed motorists to travel longer distances and to stop less frequently to refuel. In addition, the new national route highways were being designed to by-pass towns through which hitherto they had passed.

19. Shell was of the opinion that the new routes did not adequately cater for the changing needs of motorists. No provision was apparently made for motorists to refuel at convenient spots or to rest at suitable facilities along the routes. As a result Shell approached the National Transport Commission (NTC) to allow it direct access to the N3 highway at Estcourt in order to allow for the construction of such a development. This request was refused by the NTC for a number of years, allegedly because of safety considerations as well as to protect the viability of service stations in surrounding towns. Permission was eventually granted to Shell which became the first oil company to embark on such a venture. Shell is of the opinion that the circumstances surrounding the development in Estcourt show that it was the first oil company to perceive the changing requirements of motorists and prepared to take the substantial risk of investing in such a facility.

20. As far as Kroonstad is concerned, Shell stated that there was an urgent need to resolve the problems arising from the lack of sufficient and convenient facilities for truck drivers. Apparently no oil company was interested in the development of such a facility or was able to structure a viable development proposal for Mr Van der Merwe. As a result Shell concluded an agreement with the City Council. However, Shell states with reference to clause 25 that:

"[H]ad the clause not been included in the lease agreement, Shell would probably not have proceeded with the development in view of the high risk involved and the fact that the development does not have direct access to the N1 highway."

Shell also refers to the fact that neither the City Council nor the Provincial Administration objected to the clause. According to Shell this indicates that they were aware of the fact that the restriction was reasonable in the light of the benefits resulting from it to the public.

21. In the submissions made by Shell great emphasis is placed throughout on the importance of maintaining high standards in respect of facilities provided and services rendered. In so far as facilities are concerned, provision has been made for a restaurant for truck drivers, a 24-hour petrol and diesel service, shower facilities, lighting and a 24-hour security system, bank and telephone services, as well as shaded parking. It is also mentioned that Shell, as well as Tewie Beleggings, constantly monitor the neatness of the facilities as well as the standard of services rendered.

According to Shell the public have responded very favourable to the available facilities and the quality of the amenities. However, the facilities are not yet being fully utilized and will not be for some time to come. Mention is made of the fact that Kroonstad, as a result of its location, is not a natural refuelling point for motorists travelling from Johannesburg. This is because motorists usually refuel after 400 km. Shell consequently alleges that Bloemfontein is a more logical refuelling point. It is further alleged that since motorists usually rest after 200 km, Kroonstad is a natural place for motorists to rest.

Despite these circumstances Shell insisted that services and facilities of a high standard must be provided. This has, however, resulted in high fixed operating costs for Tewie Beleggings which, according to Shell, will not improve until optimum use is made of the facilities. Since the facilities are not fully utilized, there is no public need for a similar facility in the Kroonstad area. As a result of the high operating costs Ultra City in fact made a loss during the first 15 months of its existence. Shell is, therefore, of the opinion that even a marginal loss of business will result in financial hardship.

It is, furthermore, averred that the entrance of a competitor will also be to the detriment of the public. This will occur because neither facility will be able to maintain adequate standards. Based on current volume projections, Shell estimates that it will take about seven years to recoup its present investment. The balance of the 20-year period is required to show a return on its investment. Shell asserts that if another facility is allowed to enter the market the said periods will be lengthened.

22. A further alleged negative result of any action against Shell is the following:

"[S]hould the provisions of clause 25 be regarded as a restrictive practice, and thereby set a precedent for the future, the likelihood is that members of the oil industry will be reluctant to invest adequately in future developments, which again will be to the detriment of the public interest."

23. In the final instance Shell is thus of the opinion that the clause is not a restrictive practice if seen within the context of the oil industry. Neither is it against the public interest for the abovementioned reasons.

(b) Tewie Beleggings

24. In his representations to the Board Mr K. C. Wessels, the managing director of Tewie Beleggings, pointed out that the facility is not yet fully utilized. He also mentioned the possibility of a decline in the standard of service if a competitor were allowed to enter the market. A further detrimental effect would be that some of the employees would lose their work. Furthermore, the company would probably not have entered into the agreement of lease with Shell if it knew that a competing facility were to be constructed.

(c) The Town Council of Kroonstad

25. The Town Clerk of Kroonstad set out the background to the agreement in his submission. He mentioned, *inter alia*, that the high volume of trucks that traversed the town caused several problems. These problems related to traffic flow and damage to the road surface. The Town clerk stated that when Ultra City was put into use these problems were resolved.

(d) Mr Den Hartog

26. Mr Den Hartog asserted that the clause constitutes a restrictive practice which is in conflict with the public interest.

27. The findings of the Board in Report No 22⁽³⁾ were used as the basis of Mr Den Hartog's submissions.

28. He relied, in particular, on paragraphs 34-35 of Report No. 22. These sections read as follows:

"34. It must be noted that there is a rebuttable presumption that all restrictive practices are against the public interest. This entails that a restrictive practice could be "condoned" only if the party concerned could satisfy the Board that within the context of the situation in which it is in issue the particular restrictive practice was in the public interest.

35. In determining what is in the public interest, the Board have accepted that it is a concept which embraces the interests of the relevant industries and the general public (specifically as consumers) as well as the broad national interest. These respective interests will not necessarily coincide, in which case they each have to be identified and weighted and then balanced."

29. Mr Den Hartog is of the view that the clause restricts competition and has the effect of restricting the distribution of the commodities in which trade is carried on at Ultra City. Furthermore, it is alleged that the provision restricts the facilities for the distribution of such commodities and has the effect of preventing the commodities from being distributed by the most efficient and economical means. It also has the effect of restricting a competitor from entering the market. Because of all the abovementioned factors the clause should be regarded as constituting a restrictive practice.

30. In the second instance Mr Den Hartog argues that the provision is against the public interest. It is asserted that it is clearly in the interest of Shell but against the interest of competitors since it restricts their entry into the market. Furthermore, it is not in the interest of consumers as their choice of alternatives is restricted. It is also asserted that since Ultra City is the only facility of its kind in the vicinity of Kroonstad, motorists on the highway who wish to refuel will be forced to refuel at Ultra City or to take the inconvenient alternative of going into Kroonstad.

Since most motorists prefer to stay as near as possible to the main route on which they are travelling, Mr Den Hartog is of the opinion that they will have no practical alternative but to visit Ultra city. It is also contended that the situation must be compared with that of Bloemfontein where at least five such facilities are situated near the N1 highway. Furthermore, it is alleged that some of the traffic that passes Kroonstad does not go to Bloemfontein, which indicates that the need for additional facilities at Kroonstad may be even more pronounced than is the case with Bloemfontein.

31. Mr Den Hartog also takes the view that the amount spent by Shell is irrelevant for purposes of determining whether a restrictive practice exists and, if so, whether it is the public interest. From the point of view of the public interest, the only question accordingly is whether a competitor is willing to make the same kind of investment. The statement by Shell that they would not have made the investment without the clause, is also questioned.

32. If another facility is established motorists that pass both will have a choice and those who do not wish to use the facilities at Ultra City will have a convenient alternative. Mr Den Hartog is, therefore, of the view that the characteristics of a competitive market will in this way be realised in order to facilitate competition on prices and services rendered to motorists. In conclusion Mr Den Hartog submits that a restrictive practice exists and that the presumption that it is against the public interest has not been rebutted.

(e) Total

33. Total is of the opinion that clause 25 constitutes a restrictive practice. It is contended that Shell will be in a position to exercise a power which an authority like the City Council would not lightly exercise unless certain conditions stipulated by the City Council, or any other authorized body, have not been met. If the situation were allowed to continue the following detrimental effect might result:

"[I]t would be possible for third parties with the necessary financial muscle to purchase similar rights from other Municipalities and City Councils in order to prevent their competitors from erecting or conducting businesses in competition with them."

The net result of the provision, according to Total, is that the consumer is confronted with a monopoly situation on the highway outside Kroonstad. It is further stated that because the facilities for the distribution of commodities are restricted, the prices thereof will be increased.

34. Total is further of the opinion that the restrictive practice that exists is against the public interest. It is alleged that it is against the interests of consumers who should have a choice between different facilities on the highway and should not be dependent on facilities in the town. They are also of the opinion that the amount spent by Shell is irrelevant as far as the public interest is concerned. The statement by Shell that they probably would not have invested without the protection of the clause is, according to Total unacceptable.

35. Lastly, Total suggests that the issue whether more facilities should be allowed must be determined by supply and demand. It would be contrary to the principles of the free market system if government institutions were permitted to exclude competition in this way. Moreover, Total believes the upholding of such a clause will have a ripple effect to the detriment of, among others, the building industry as well as job opportunities. Consequently Total is of the opinion that the public interest will best be served by admitting further competitors to the market.

(f) Residents of Kroonstad

36. Various residents of Kroonstad have expressed themselves against the restriction on the erection of similar facilities. It is said, *inter alia*, that the existence of such a "monopoly" will have a detrimental effect on the future development of Kroonstad. Even the owner of a service station held the view that the restriction on entry is not beneficial to the free market system.

APPLICATION OF RELEVANT DEFINITIONS AND PRINCIPLES

37. The questions that now have to be answered is whether clause 25 constitutes a restrictive practice and, if so, whether it can be justified as being in the public interest.

38. Before the relevant norms are applied to the facts, the following aspects of the Board's approach to this matter must be set out.

In the first instance it must be made clear that as a point of departure in the evaluation of the clause, reliance is not placed on principles relating to so-called "contracts in restraint of trade". These principles include the question whether a specific agreement is against the public interest.⁽⁴⁾ It is, however, evident that in practice this criterion is applied mostly with reference to the reasonableness of a contract *inter partes*.⁽⁵⁾ The person who, *in casu*, has complained about a contractual provision (Mr Den Hartog), is, furthermore, not a party to the agreement. When regard is had to the stated point of departure, it follows that the question whether the restriction is reasonable in the light of Shell's investment, cannot form the basis for the resolution of the issue. The Board, in contrast to a civil court, evaluate conduct and structures on their merit in terms of competition - without primarily judging in this process, for instance, the reasonableness of an agreement as between the parties. The evaluation process is, furthermore, distinctly characterized by the consideration of relevant aspects of economic policy.⁽⁶⁾ The conclusions reached by the Board and a court in a specific case may thus differ completely. This possibility was already mentioned by the Board in Report 22.⁽⁷⁾

In regard to the submission of Shell that the permission given by the City Council of Kroonstad and the Provincial Administration of the OFS indicated their acceptance of the reasonableness of the clause, both the aspects mentioned above are relevant. As already stated, the Board do not decide upon the reasonableness of an agreement, consequently this aspect of clause 25, *per se*, is not relevant. What is, however, of the utmost importance, is the effect the specific provision has or might have on competition. It is, furthermore, evident that the views of local and provincial authorities on an issue such as the current one, is only a relevant opinion which perforce cannot exercise a decisive influence on the Board. To hold otherwise would, in effect, entail the negation by the Board of its duty to reach decisions independently, and would, in this case, relegate the evaluation of clause 25 to the opinion of the parties to the contract.

The Board wish to mention in passing that it would be advisable for any entrepreneur, especially where a patently drastic restriction on competition is envisaged, to consult with the Board on the matter. In the past it had always been possible for an entrepreneur to contact the Board about such matters, a fact that is now formally confirmed by the Maintenance and Promotion of Competition Amendment Act.⁽⁸⁾ Section 2 (d) of the Amendment Act makes it clear that the Board can consult with any interested party about (amongst others) a restrictive practice which exists or may come into existence. It is thus possible to obtain an indication of the implications which certain types of conduct, in the Board's view, may have on the maintenance and promotion of competition. The detrimental effect of a failure to consult with the Board when making a substantial investment, such as that in Ultra City, is self-evident. It is, therefore, not advisable for an entrepreneur merely to rely on the opinion of another party to the agreement. In this regard, the entrepreneur would, in addition to any business risks, run the risk of not complying with the norms of competition law.

Secondly, the Board did not evaluate the legality of clause 25 as far as its compliance or otherwise with the prescriptions and requirements of administrative law is concerned.⁽⁹⁾ The approach adopted is that it is not within the Board's power to give a opinion on whether the City Council possibly acted *ultra vires* by delegating statutory powers to Shell.

DOES CLAUSE 25 CONSTITUTE A RESTRICTIVE PRACTICE?

39. The question whether clause 25 constitute a restrictive practice will now be considered with reference to the pertinent definitions. In essence, three aspects are relevant. They are, firstly, the existence of certain causal factors, secondly, the restriction of competition and, thirdly, the occurrence or probable occurrence of certain consequences.

(a) Causal factors

40. When regard is had to the definition of a restrictive practice in paragraph 10, it is apparent that clause 25 is a causal factor as set out in paragraphs (a)-(d) of the definition. More particularly, it is evident that the reference in the definition to "any agreement, arrangement or understanding, whether legally enforceable or not," covers the present situation. In other words, the fact that an agreement is legally binding, cannot serve as a complete defence against the evaluation of negative effects which such an agreement might have on competition.

(b) Restriction of competition

41. The definition of a restrictive practice further requires that competition must be directly or indirectly restricted. In order to determine whether competition has been restricted, it must first be established what the relevant market is that is in issue.

The relevant market

42. The concept "relevant market" relates to a relevant **product** as well as to a relevant geographical area.⁽¹⁰⁾

The relevant product

43. When considering the relevant product market, the definition of "commodity" in section 1 must be taken as the point of departure. Measured against this definition and that of "distribute"⁽¹¹⁾ the following commodities are, *inter alia*, "distributed" at Ultra City: petrol, diesel, a tow-in-service, a workshop, food, a restaurant, toilet facilities, as well as parking space with security services. Some of these facilities are specifically established for use by truck drivers. It is probable that a motorist on the highway would prefer to buy the different articles at one convenient central point instead of entering a centre for each individual article. According to this approach a **comprehensive service**, such as that rendered by Ultra City to motorists, constitutes the relevant product. One may accordingly conclude that the supply of the different (individual) commodities as a whole in itself constitutes a specific service.⁽¹²⁾ This comprehensive service is, therefore, also included in the reference to "any service" in the definition of "commodity".

The relevant geographical market

44. The relevant geographical market for the abovementioned product is, in the first instance, Kroonstad itself. It stands to reason that facilities similar to those of Ultra City are found all over the country but it is motorists travelling close to Kroonstad who will have need for such a facility and whose choice could be limited. Secondly, it is, however, clear that given the nature of the specific commodity, to wit a comprehensive service to motorists, facilities other than Ultra City will, for some motorists, serve as an alternative. To how many motorists this would apply depends on various undetermined factors. They include a motorist's own preferences and circumstances, but especially the location of their place of departure relative to Kroonstad. On this basis, two possible alternative facilities can be considered. The closest alternative facility (and thus competitor to Ultra City) is the complex situated 20 km south of the Kroonvaal tollgate and more or less 65 km from Kroonstad.

Other alternative facilities are possible those situated at Bloemfontein, 211 km from Kroonstad. Generally speaking, it may be possible that the facilities at Bloemfontein would not form a complete alternative for motorists from the Witwatersrand and surrounding areas travelling through Kroonstad. It may even be doubted if motorists would prefer to travel a further 211 km instead of visiting Ultra City. In addition, it appears more probable that a facility closer to Kroonstad, such as the one situated near the Kroonvaal tollgate, will be an alternative to Ultra City for motorists travelling through Kroonstad. The Board, nevertheless, cannot exclude the possibility that, depending on motorists's own preferences and circumstances, the facilities at Bloemfontein may, indeed, be a workable alternative to Ultra City. In this respect Shell alleges that Kroonstad is a natural resting place (and thus also a refuelling point), but that Bloemfontein can be considered to be the logical refuelling point (obviously Shell did not make this statement to show that competition does, indeed, exist, but rather in order to substantiate their view that Ultra City's profitability is hampered by its location). The relevant geographic market thus consists of Kroonstad itself as well as a broader area which at least extends to include the complex near the Kroonvaal tollgate, but may also include the facilities at Bloemfontein.

Competition in the relevant market

45. In considering competition in the relevant market it appears that it does exist between Shell and entrepreneurs in Kroonstad in respect of **some** of the commodities mentioned in paragraph 43 above. It may thus be accepted that a motorist does have an option to visit a restaurant in the town instead of the restaurant at Ultra City. The fact that Ultra City is more conveniently situated for **motorists** than the facilities in Kroonstad, *per se*, does not exclude competition in this market. Although competition on a price basis in respect of the supply of petrol on retail level is not possible due to price control,⁽¹³⁾ the rendering of services related to the selling of petrol is of importance and susceptible to competition. Furthermore, competition on a price basis is possible in the case of diesel, the fuel used by many trucks. As far as competition in respect of the distribution of specific commodities is concerned, it can, therefore, be accepted that distributors in Kroonstad do compete with Ultra City.

The towns and cities which are situated at varying distances from Kroonstad provide alternatives for the acquisition of individual commodities in a very limited sense. Consumers will not readily visit other centres outside Kroonstad to acquire individual commodities. Centres close to Kroonstad include, amongst others (with the distances from Kroonstad in brackets): Hennenman (45 km), Ventersburg (50 km), Welkom (60 km), Viljoenskroon (60 km), Odendaalsrus (61 km) and Vrededorp (76 km). The accessibility of these centres obviously depends on factors such as the traffic congestion on roads and the nature of the route, but in the final instance these centres cannot be seen as realistic alternatives to the distributors of **individual** commodities in Kroonstad.

If the effect of clause 25 on the relevant market as described above is considered, it is evident that competition is being restricted in a fundamental sense. The effect of the provision is, namely, to prevent a further competitor who wishes to distribute the individual commodities⁽¹⁴⁾ as a **whole**, from entering the market. It is on competition in the rendering of a comprehensive service, in contrast to competition in the rendering of the individual services, that clause 25 has the most drastic impact. The effect of the clause on competition in the relevant market is more serious because of the fact that Ultra City is the only distributor of its kind in the **direct**

vicinity of Kroonstad and one of only two in the surrounding area. To the extent that the group of facilities in Bloemfontein (which could be part of the relevant market) forms an alternative to Ultra City for **some** motorists, Ultra City is then one of only three suppliers of such a type of service in a relative big area of the country.

In order to find that competition is being restricted, it is, of course, **not** necessary that there must be only one distributor in the relevant market. In fact, even if Mr Den Hartog were to be given permission for the development of a facility similar to Ultra City, no obvious basis exists on which the exclusion of even further competitors can be justified. It is, however, possible that the effect of a restrictive practice may be aggravated by the fact that only a few competitors are active in a specific market.⁽¹⁵⁾ The Board, therefore, find that clause 25 restricts competition directly or indirectly.

(c) Detrimental effects

46. The last aspect that has to be considered is whether clause 25 has or is likely to have a detrimental effect on the distribution of any commodity. In other words, it entails the occurrence or probable occurrence of the effects stated in paragraphs (i)–(vii) of the definition of a restrictive practice.

47. According to Mr Den Hartog's submission, Shell has already refused permission for the development of a competing facility. In this regard clause 25 has, in the first instance, the effect of restricting the distribution of a commodity (a comprehensive service to motorists). In the second instance, it has the effect of limiting the facilities for such distribution, which would otherwise have been increased. Thirdly, it has the effect of preventing or restricting the entrance of new distributors to a branch of commerce or industry.

48. In addition to this, the clause would **probably** have the effect of increasing or maintaining the price of the commodities mentioned, as well as preventing the distribution of commodities by the most economical and effective means possible. No decisive weight can be attached here to the fact that the price of petrol on the retail level is fixed by statute. Petrol is only one of a number of commodities that is distributed and, as already mentioned,⁽¹⁶⁾ competition regarding the rendering of services is possible.

(d) Finding

49. The Board conclude the clause 25 constitutes a restrictive practice. This is the case under the previous as well as the new definition of a restrictive practice. In particular, competition is restricted in the supply of a comprehensive service to motorists because the clause prevents the entry of competitors.

IS THE RESTRICTIVE PRACTICE JUSTIFIED IN THE PUBLIC INTEREST?

50. The question that now has to be answered is whether the restrictive practice can be justified in the public interest. Because a rebuttable presumption exists that a restrictive practice is against the public interest, Shell has to give reasons why it is, indeed, justified in the public interest.

51. The determination of what would be in the public interest requires, in the first instance, that all relevant interests must be identified. These interests include, amongst others, those of entrepreneurs and consumers, as well as the broad national interest. Such interest are usually of an economic nature but are not restricted thereto. In the second instance the various interests must be weighed up against each other, after which different weights must be attached to them. The decisive consideration is determined by the specific circumstances of the case. The Board performs the stated task against the background of a broad orientation in favour of the maintenance and promotion of competition. It is, nevertheless, clear that as far as the weighing up of the various issues is concerned, no specific interest should at the outset be overly emphasized.⁽¹⁷⁾ The identification of relevant interests thus constantly goes hand in hand with the evaluation of the merits of a **specific interest in a given instance**.

52. In order to show that the restrictive practice is justified in the public interest, Shell referred to two groups of factors. The first group of factors are concerned with the alleged lack of viability of Ultra City and the second group with the effect that any action against the restrictive practice may have on future developments.

The non-viability of Ultra City

53. Two aspects have been mentioned in this regard, namely the relevancy of the Government's policy and the importance of the maintenance of high standards at Ultra City.

Government policy

54. In this respect Shell point out that it is Government policy to promote rationalization in the oil industry in order to prevent uneconomic competition.

55. Concerning Government policy relating to the oil industry, it is, indeed, correct that the oil industry operates against the background of policy indicators and formal or informal measures instituted by Government. Furthermore, the strategic position of oil in South Africa is often emphasized and provision has, for instance, been made in section 2 of the Petroleum Products Act⁽¹⁸⁾ for the control of various aspects of the price and distribution of petroleum products.

56. As far as these issues are concerned, it must be mentioned that the Board have to take thorough cognizance of the effect of any statutory provision which might have a compelling influence on any aspect of the current (or any other) investigation. In fact, the existence of such provisions often form part of the relevant considerations which have to be taken into account by the Board during their investigations. If there were any statutory restrictions on the entry of Mr Den Hartog or any other aspiring competitors (and leaving aside the possibility of deregulation) effect would have to be given to them.

However, notwithstanding the measures which may be enacted in terms of the Petroleum Products Act⁽¹⁹⁾, no evidence was put before the Board that indicates that the entry of Mr Den Hartog would contravene any statutory provision. In the absence of a specific authorization to that effect, the Board cannot simply presume that, on account of the fact that the oil industry operates against the background of potential statutory regulation, a restrictive practice must be condoned without further ado.

57. It is further necessary to mention that it is, indeed, part of the Board's function to consider broader policy indicators of the Government, as distinct from compelling statutory provisions. However, in such an instance, as is the case with statutory provisions, the applicability of the policy indicator in the **specific** circumstances will still have to be shown. It is thus not possible to rely merely on the strategic nature of the industry—a distinct *nexus* must at least be shown to exist between these or other considerations and the situation under review. As in the case of statutory provisions, no evidence was put before the Board, and the Board are also not aware of any policy of the Government which prescribes the **location** of all outlets of petroleum products.

58. Although it was not raised by any of the parties, another aspect which deserves mention is the implication of the exemption granted to oil companies from the prohibition of certain types of restrictive practices. Even before this prohibition⁽²⁰⁾ was promulgated in terms of the Act, the members of the petroleum industry applied for an exemption in respect of petroleum products. Initially the Minister of Trade and Industry only granted a temporary exemption from paragraphs 2 (b), 2 (c), 2 (d) and 2 (e) of the prohibition, but this was later changed to a permanent exemption. Exemption was not granted in respect of the restrictive practice of resale price maintenance, contained in paragraph 2 (a) of the prohibition.

This exemption may be relevant within the context of the findings of the Board in Report No. 15.⁽²¹⁾ In that report the Board concluded that effective competition is usually the most important factor in keeping costs in check, for forcing suppliers to pursue efficiency, and to evaluate properly the profitability of new investments.⁽²²⁾ In the process of considering whether the different types of restrictive practices served the public interest, the Board rejected a number of arguments similar to those put forward by Shell on the non-viability of Ultra City.⁽²³⁾ Nevertheless, exemption from the prohibition which resulted from this report was granted to the oil companies—including Shell. It must, therefore, be considered whether the exemption has any implications for the current investigation. The following aspects are relevant in this regard:

(a) In the first place it must be borne in mind that the exemption applies to specific restrictive practices relating to the marketing of **petroleum products**. The current investigation deals with another restrictive practice (restriction on entry) in respect of a non-exempted commodity (the supply of a comprehensive service). Considerations regarding the viability and supply of petroleum products may possibly be relevant at a complex such as Ultra City, but the respective fates of the two commodities are not necessarily identical. Should any assumptions, therefore, be based on the exemption of petroleum products, they would in any event not be **indeterminately** applicable to the supply of a comprehensive service. Attention could, therefore, be given to the implications, if any, of the exemption only to the **extent** to which the circumstances surrounding the marketing of petroleum products are linked to the operation of a facility such as Ultra City.

(b) Secondly, one must guard against deducing that it would be possible on the strength of the prohibition to let an effect, similar to that brought about through clause 25, **continue**, in contrast with the permissibility of **concluding** an agreement exempted from the prohibition. Should a competitor, for example, at first agree not to enter the market, but later decide to do so, the Minister could, on the recommendation of the Board, withdraw the exemption should it then be in conflict with the public interest. Following such action, the contract would be illegal and the competitor would thus be free to enter the market. Even though the same effect as clause 25 could be obtained through the exemption, one has to bear in mind that even a "permanent" exemption may be withdrawn.⁽²⁴⁾ It could, for example, be done should circumstances change to such a degree that a withdrawal thereof would in a particular instance be in the public interest. Due to this possibility, it cannot, therefore, be stated that the granting of an exemption affords the right to restrict entry in any way and under any circumstances.

- (c) In the third place it is clear that, to a considerable degree, a system of self-regulation, in conjunction with informal and formal Government directives, is present in the oil industry. The reasons for this self-regulation, as brought about by the exemption, relates *inter alia*, to the need to maintain a number of distribution points and, as a result, to keep a number of suppliers of petroleum products in the market. The existence of a number of suppliers and distribution points, in turn, is justified, *inter alia*, by the strategic aspects and particular circumstances of the petroleum industry.⁽²⁵⁾ As a result of these factors, it is deemed to be in the public interest, through a process of self-regulation, not to expose petroleum products to competition in all respects. Due to the exemption, the nature and scope of competition can, therefore, to a certain extent be limited by mutual agreement between the competitors (that is through self-regulation).

The practical functioning of the system of self-regulation is obviously based on consensus. The exemption does, in fact, authorize the application of certain restrictive practices, but their application remains, by definition, subject to a given understanding. This is that the respective parties must agree to a particular restrictive practice. In other words, the exemption does not authorize unilateral action by an individual party, but merely allows the parties to (willingly) collude. Should Shell, for example, **agree** with a competitor that only Shell's petroleum products be sold through Ultra City, this could constitute horizontal collusion on market sharing⁽²⁶⁾ but, due to the exemption granted, this agreement would not be illegal. It follows that the **defined** restrictive practices (contained in the prohibition), which would otherwise be contrary to the public interest, are allowed (and would according to the relevant descriptions in any event be **possible**) only to the extent to which the various parties subject themselves to them. In so far as a party cannot be obliged to accept a particular obligation, the requirement of consensus fulfills the role of a safety mechanism.

In the current case, and in contrast with the above exposition, Shell summarily excludes a competitor without consensus being reached. This gives rise to a situation where a competitor can be prevented from entering and from taking the risk of non-viability. The entry of competitors is, in effect, made dependent on the unilateral and subjective decision of Shell. The extent of restrictions which are allowed are limited to those restrictions which are accepted by **competitors**. On the face of it, a paradox is created, namely that a collusive restriction on competition is (to a degree) acceptable, but that it could possibly be unacceptable if a competitor wishes to operate independently, and outside the system. However, the actual position is that Shell is **restricting** competition outside the prevailing system and not that Shell wishes to compete outside of it. There is, to wit, an endeavour to extend the maximum protection against competition by entering into an agreement with the Kroonstad City Council, and not with a competitor. This distinction comprises more than simply a difference in contracting parties in the sense that, even in the face of permission to collude, a competitor retains the choice to enter and compete, to the benefit of the consumer. The fact that competition, in other cases, may be restricted, or is actually restricted, does not detract from this.

Because the particular nature of the oil industry renders the possibility of completely free competition unwise at present, restrictions on competition are condoned. On the other hand, a **total** exclusion of competition is at least prevented. It may further be assumed that, given the fact that a competitor may in essence decide without Government control **where** to erect a distribution point, an oil company would seldom agree to refrain from utilizing a (self-determined) viable distribution point. In the final instance, a competitor still has the choice to enter, notwithstanding the exemption; in terms of clause 25 he does not.

The question which, therefore, arises is whether Shell, by bringing about a restriction on competition outside the given mechanism, may still rely on those considerations which gave rise to the granting of an exemption from the prohibition, and the obtaining of protection in a **specific** manner. In other words, is it possible to accept the strategic aspects of the oil industry and their relevance to the public interest in the current situation without further ado—in circumstances where the Board must exercise an independent discretion? The Board are of the opinion that this is not possible. Where the Board have to assess the public interest on the basis of the merits of a specific interest under specific circumstances,⁽²⁷⁾ they cannot simply accept that a specific interest would in all cases and circumstances carry the most weight. In the specific circumstances of Ultra City, protection outside the permitted system is requested. It is, however, not possible, since the justifying factors for the restriction of competition have already received maximum consideration, resulting in a particular mechanism, namely the exemption.

Where a situation such as the current one is assessed, it would constitute an abandonment by the Board of their duty if they were to assume the role of a regulator of entry, where the given mechanisms and relevant Government authorities, according to all indications, contain or raise no objections to further entry. Clause 25, is, therefore, a case where the uncertainties inherent in a free market should be allowed to come into play.

59. The Board, therefore, find that the fact that an exemption has been granted to the oil companies in respect of certain types of restrictive practices, neither by itself, not together with other considerations, justify the restrictive practice under consideration in the public interest.

The maintenance of high standards at Ultra City

60. Regarding the viability issue, Shell, secondly, rely heavily on the high standard of the services which are provided at Ultra City. It is clear that Shell regard this aspect as imperative. This may also be gleaned from the agreement between Shell and Tewie Beleggings in which a number of obligations in this regard are placed on the latter. Shell is, however, of the opinion that the ability to maintain these high standards would be adversely affected by the entry of a competitor. It would, therefore, so they argue, be in the public interest to exclude competitors.

The solution accordingly suggested to avoid certain of the problems which would follow on further entry, would in effect entail that the Board should decide that there is room for only one undertaking in the market in which Ultra City is active. This view further implies that certain services are deemed to be necessary and that the supply thereof at a certain level is brought about by an **absence** of competition. In contradistinction to this approach, the promotion of competition is based on the view that, as a general rule, supply and demand must determine which services should be provided and that the pressure from competitors will ensure that services of a particular quality and at a certain price will, indeed, be forthcoming. The size of the market or the volume of the demand can, therefore, not in itself guarantee the quality and extent of service. Conversely, it may even be possible to hold that a **limited** demand would just as readily promote the provision of services of a given quality and volume.

The position in which Ultra City would find itself in the event that no competitors are allowed entry is that of being sole supplier of a particular type of service in the Kroonstad area. In this position, the pressure to provide services in an effective manner would essentially not be related to competition considerations. It would rather be based on considerations such as the contractual obligations of Tewie Beleggings towards Shell and the necessity to recoup costs. No convincing reasons were put forward as to why the entry of a competitor would not simply further contribute to ensure that services are supplied in an efficient manner.

The view that, because fixed costs constitute a large component of the total running cost, it would be difficult for Ultra City to earn a profit within a particular period of time in the event that a competitor is allowed entry, is, in essence, irrelevant. It would imply that the fact that an entrepreneur undertakes a particular business activity gives rise to a right to profit, and also a profit margin which is **acceptable** to him. However, to the contrary, profit may be seen as the reward that flow from the taking of risks. Should these risks be greatly reduced by the exclusion of competitors, surely the same reward that would otherwise have been the case cannot still be demanded.

It is, indeed, true that, based on economic considerations, it would under certain circumstances be to the advantage of consumers to allow a limited number, or even one supplier, in a market. The merits of such a decision are, as a rule, determined by a governmental body and the operation of such an enterprise, moreover, takes place in accordance with a system of statutory regulation. It is clearly distinguishable from the present situation where, in the absence of a statutory authorization, an entrepreneur is given the power to decide whether a competitor will be allowed. There is no question of objective criteria being used in such an instance, and the refusal of Mr Den Hartog's request is *prima facie* proof of this. In contrast to a governmental body that regulates competition and is subject to various legal requirements, Shell would be able to exclude competitors at will.

61. The Board are, therefore, of the opinion that the first set of factors which were raised by Shell regarding the non-viability of the development of Ultra City, do not justify the restrictive practice in the public interest.

The effect of actions taken on future developments

62. Shell refers to a second group of factors to justify the restrictive practice. These factors are based on two related aspects, namely the benefits for the residents of Kroonstad and the consequences of any action taken against the restrictive practice on future developments.

63. Firstly, Shell refers to the fact that the community of Kroonstad has received a benefit in that problems relating to trucks passing through the town have been resolved. It is true that the erection of Ultra City has benefitted the community of Kroonstad as far as the problems with trucks are concerned. In this regard the erection of another facility will surely benefit the residents even more, or, at least, will not be to their detriment. It is also worth mentioning that, except for the managing director of Tewie Beleggings, no resident of the town expressed himself in favour of only one facility. To the extent that these viewpoints may, however, be influenced by the resolution of an erstwhile problem, it must be borne in mind that not only the interests of the residents of a particular centre should be considered, but also those of **motorists**. As regards the interests of motorists on the highway, it appears that it is unequivocally to their advantage to be able to choose between **(at least)** two facilities in the immediate vicinity of Kroonstad.

64. Secondly, it is alleged that, because Shell probably would not have undertaken the development without the protection of clause 25, it is possible that entrepreneurs will not undertake developments which they do not regard as viable. Thus residents or motorists at other centres would have to forgo benefits similar to those offered by Ultra City. What this view in effect amounts to, is that developments would continue only if protection is granted against the risks taken by such entrepreneurs. It places the Board in a position where they must weigh the alleged disadvantage to motorists in the Kroonstad area against the hypothetical disadvantage to residents and motorists in other areas. One possibility according to this, is to maintain clause 25 and thus the restrictive practice—so as not to as is alleged, jeopardize future developments. Another possibility is to allow a competitor to Ultra City in the immediate vicinity of Kroonstad—which would then, in terms of the stated suggestion, have the effect that in (self determined) non-viable areas, no developments would in future take place.

65. With regard to Shell's abovementioned views it is, in the first place, evident that Shell is in no position to proffer an opinion on behalf of other members of the oil industry. If the continued existence of clauses similar to clause 25 are necessary for future developments, one would have expected that the oil companies will at least express themselves in favour thereof. This was not done. In fact, the only other oil company which responded was against it.

Secondly, the Board are of the opinion that all entrepreneurs must evaluate the viability of a proposed development according to their own expectations of what constitutes an acceptable return. If the risk is unacceptable the development should not be undertaken. This view has already been stated by the Board in a comparable context. In Report No. 21⁽²⁸⁾ the Board found:

"Dit is geargumenteer dat die Bakkersooreenkoms vir die PWV-gebied 'n poging is om vervoerkoste te rasionaliseer. Die Raad is nie oortuig dat 'n formele verdeling van die mark nodig is om rasionalisasie te bewerkstellig nie. **Die Raad kan nie aanvaar dat 'n doeltreffende bakker-oon-ekonomiese aflewerings sal onderneem sonder inagneming van die winsgewendheid daarvan nie.** As gevolg van die element van winsgewendheid behoort natuurlike markverdeling te ontstaan sonder dat dit op een of ander wyse afgedwing word. Uiteraard is die Raad nie gekant teen die bestaan van **natuurlike** markverdeling nie."

Regarding the alleged effect of action against clause 25 on future developments, it can be accepted that if a development was **really** non-viable, very few entrepreneurs would in any case (even with protection) be willing to enter the market. If the demand, for the sake of argument, were adequate for only **one** entrepreneur, but inadequate for sustaining the (self-determined) profit expectations of more than one entrepreneur, it may still be expected that no other entrepreneurs would enter the market. However, should a specific development promise an acceptable profit-expectation **for an entrepreneur**, he should be able to enter the market even if it places an existing entrepreneur under pressure. The most effective entrepreneur will eventually succeed, that is assuming that the market can only sustain one supplier.

The Board can, therefore, not "protect" an existing entrepreneur merely because of the fact that he was, for example, the first to enter a market. The possible benefit of a single "protected" supplier (according to Shell's view) would in any case be minimized as time goes by because of the lack of competitors. In this case the protected entrepreneur will experience no pressure from potential competitors, not because they do not **want** to enter the market on account of possible non-viability, but simply because they **cannot** enter the market. This is in particular so where protection against competition is granted for a period of 20 years.

Furthermore, decisions regarding a development cannot be made on the basis of an imaginary protection against competition. For example, if an entrepreneur, in order to establish a countrywide service network and an extensive presence in the market, established an outlet at a given centre, this internal motivation cannot be used as the basis of a request for protection. That is eventually determined by the dictates of the public interest in a given situation.

The Board can, consequently, not find that the second group of factors mentioned by Shell justify the restrictive practice in the public interest.

66. The Board thus conclude that the restrictive practice of restriction of entry, caused by clause 25 of the contract, cannot be justified in the public interest on the basis referred to by Shell.

IS ULTRA CITY IN A MONOPOLY SITUATION?

67. It is further necessary to make a few remarks on the possibility that Ultra City is in a monopoly situation. This is done primarily because various people have alleged that this is the case, notwithstanding the fact that the relevant clause has been investigated as a restrictive practice and is evaluated as such. Furthermore, it is important to Shell since a monopoly situation, in contrast to a restrictive practice, is not viewed as being against the public interest. This approach has also been followed by the Board in another matter.⁽²⁹⁾

68. As regards the question whether Ultra City is in a monopoly situation,⁽³⁰⁾ the following can be mentioned:

- (a) The mere fact that an entrepreneur obtained a monopoly in a certain business with the assistance of the state, does not mean that it falls outside the ambit of scrutiny for compliance with competition norms. In *General Motors Continental N V v E C Commission*⁽³¹⁾ the European Court of Justice found that:

“Where an undertaking enjoys a monopoly—even if the origin of the situation is to be found in a delegation by the State of a power vested in the government—its dominant position is abused by the mere fact that the undertaking imposes unfair prices on trading conditions.”.

- (b) The extent of the applicability of competition norms will depend on the circumstances of each case. In this regard the existence of a specific statutory authorization could in some cases be decisive. This would, in particular, apply in those cases where, in effect, only one entrepreneur can be involved in a particular activity. Thus, it has already been decided in the USA that the granting to a single supplier of the right to be the sole supplier of fuel and other supplies at an airport, does not contravene legislation on competition.⁽³²⁾ Likewise it was found that the granting of an exclusive right to remove waste from a particular area does not fall within the ambit of federal antitrust law.⁽³³⁾
- (c) It must, however, be borne in mind that should a statutory provision have the effect of frustrating the implementation of competition policy, the Board could, in terms of their function to co-ordinate competition policy and official economic objectives, suggest a suitable amendment.

69. In the current instance there is clearly no specific statutory authorisation for the granting of the powers which Shell obtained in terms of clause 25 and, consequently, the usual principles regarding the evaluation of monopoly situations must be applied.

70. The abovementioned approach includes in particular the question whether a firm abuses a dominant position. Firstly, however, it must be ascertained whether a firm is in fact in a dominant position. In this regard it is necessary to note an entrepreneur's position relating to a specific class of business and not so much a particular relevant market.⁽³⁴⁾ In the present case, however, the relevant product (for purposes of a restrictive practice) and the class of business will largely coincide because the relevant product (a comprehensive service to motorists) which Ultra City provides could also be regarded as a “class of business”.

71. A further question arises as to what the phrase “any part” of the RSA in the definition of monopoly situation in section 1 of the Act means. In Report No. 22⁽³⁵⁾ the Board found that the meaning of the concept must be determined by applying sound business principles and after due consideration of all the relevant facts. It is evident that in the immediate vicinity of Kroonstad, Ultra City totally controls the class of business of a comprehensive service to motorists. A sober evaluation of what should be understood by any part of the RSA leads to the conclusion that the comprehensive service to motorists in question necessitates that one must look further than only Kroonstad. The specific facts of the present case imply that the considerations mentioned in the evaluation of the relevant geographical market⁽³⁶⁾ are also useful and applicable here.

“Any part” should, therefore, not be limited to the immediate area of Kroonstad. In determining this area one must, inter alia, take into account the particular characteristics of the product in question, namely a comprehensive service to motorists. The complex at the Kroonvaal tollgate and the facilities in Bloemfontein can thus be regarded as realistic alternatives for motorists and thus as competitors to Ultra City. Consequently, Ultra City does not wholly or to a large extent control the type of business in which it is involved and it is, therefore, not necessarily in a monopoly situation.

72. Although, in view of the abovementioned finding, it is not necessary to consider the possible abuse of a dominant position, two general remarks seem justified. The first concerns the question whether it is possible to abuse a dominant position without using market power. In *Europemballage Corporation and Continental Can Co. Inc. v EC Commission*⁽³⁷⁾ the European Court of Justice found that this is, indeed, possible. In that case the applicant suggested⁽³⁸⁾ that section 86 of the Treaty of Rome (which prohibits the abuse of a dominant position) requires that “[T]he use of the economic strength conferred by a dominant position can be regarded as an abusive exploitation of this position only if it constitutes the means whereby the abuse is committed”. The court, however, rejected this view and found⁽³⁹⁾ that:

“[T]he question raised by the applicant companies of the causal connection which in their view must exist between the dominant position and the abusive exploitation is irrelevant, for the strengthening of the position of an undertaking may be abusive and prohibited . . . regardless the means or methods whereby it has been achieved . . .”.

The principle embodied in this decision can also be applied in the present circumstances if, for argument's sake, it is assumed that Ultra City is in a monopoly situation. If this were the case it is evident that by using clause 25 to exclude a competitor, Shell's action could be regarded as an abuse of a dominant position—even though it was done without using its market power.

73. Secondly, it must be mentioned that, on the basis of the abovementioned decision, it would have made no difference if the investigation had been directed to the possible existence of a monopoly situation. Although there is no presumption that a monopoly situation is against the public interest, the exclusion of a competitor would in this instance nevertheless amount to an abuse of a dominant position. Because the exclusion of a competitor would have been against the public interest in such circumstances, the Board would thus still have recommended that Shell may not be permitted to exclude a competitor.

SUMMARY AND RECOMMENDATION

74. The Board find that clause 25 of the contract between Shell and the City Council of the Municipality of Kroonstad constitutes a restrictive practice because it restricts the entry of competitors. It is further found that the restrictive practice is not justified in the public interest.

75. The abovementioned conclusions were reached on the basis of the following findings:

- (a) Clause 25 of the contract between Shell and the City Council of the Municipality of Kroonstad gives rise to the existence of a restrictive practice. This occurs because it is possible for Shell to exclude competitors for a period of 20 years from the market of providing a comprehensive service to motorists in the municipal area of Kroonstad. It is, furthermore, a restrictive practice **notwithstanding** the fact that more than one firm operates in the relevant market.
- (b) In evaluating the restrictive practice, the fact that the specific provision has been authorized by a Government institution, was viewed as a relevant factor and not as a peremptory influence. Another factor that was not of decisive importance to the Board was whether the clause constitutes reasonable protection for the investment Shell made.
- (c) In considering the existence of factors justifying the restrictive practice, the Board must, and did, take cognizance of policy indicators of the Government, statutory provisions and the fact that the Minister has granted an exemption to one of the parties from the prohibition that has been placed on certain restrictive practices. In the current circumstances, however, it appeared that none of these factors, measured against the yardstick of their **specific** relevance to the public interest, justified the use of the restrictive practice involved.
- (d) As a general premise, the Board are of the opinion that the issue of a firm's viability is something every entrepreneur has to decide for himself. The Board, consequently, will not without further ado condone a mistaken assumption by an entrepreneur in this regard—if it would be against the public interest.

76. The Board therefore, recommend that the Minister for Administration and Economic Co-ordination take action against the restrictive practice in terms of section 14 (1) (c) of the Act. It is, more specifically, recommended that the Minister—

- (a) declare the restrictive practice unlawful in terms of section 14 (1) (c) (i) of the Act; and
- (b) in terms of section 14 (1) (c) (ii) of the Act, prohibit Shell to continue to be a party to an agreement which has the effect that Shell's permission has to be obtained before any person may establish or operate a business similar to Ultra City within the municipal area of Kroonstad.

REFERENCES

- (1) 8 of 1962 (0).
- (2) 88 of 1990.
- (3) *Investigation into Restrictive Practices and Monopoly situations in the Gypsium Industry* (published in Government Notice No. 1178 in *Government Gazette* No. 11919 of 9 June 1989).
- (4) *Magna Alloys and Research Company (SA) (Pty) Ltd v Ellis* 1984 4 SA 874 (A).
- (5) Visser "Vonnisbespreking" 1985 *De Jure* 194 198.
- (6) See Van der Merwe "Die funksie van die reëls ter beskerming van handelsvryheid" 1988 *Tydskrif vir SA Reg* 252 256–259.
- (7) Paragraph 39.
- (8) 88 of 1990.

- (9) Wiechers *Administrative Law* (1985) 120–121; 186–187; and Baxter *Administrative Law* (1984) 419 et seq.; 432 et seq.
- (10) Report No. 22 paragraph 23.
- (11) See paragraph 12.
- (12) See also Brunt " 'Market definition' issues in Australian and New Zealand trade practices litigation" 1990 *Australian Business Law Review* 86 106.
- (13) Government Notice No. 2120 in *Government Gazette* No. 12731 of 3 September 1990.
- (14) See paragraph 43.
- (15) See Report No. 22 paragraphs 29–33.
- (16) Paragraph 45 above.
- (17) See Alberts 'n *Administratiefregtelike ondersoek na die regulering van ekonomiese mededinging* LLM dissertation UNISA (1990) 304 et seq.
- (18) 120 of 1977.
- (19) Compare, for example, section 2 (1) (b) (iii)–(iv).
- (20) See Government Notice No. 801 in *Government Gazette* No. 10211 of 2 May 1986.
- (21) *Investigation into Collusion on Prices and Conditions, Market Sharing and Tender Practices* (published in Government Notice No. 2251 in *Government Gazette* No. 9959 of 4 October 1985).
- (22) Paragraphs 362–363 of the report.
- (23) See in particular Chapter VI of the report.
- (24) Competition Board *Tenth Annual Report* (1989) paragraph 4.4.3.
- (25) Competition Board *Ninth Annual Report* (1988) paragraph 4.4.4.
- (26) Paragraph 2 (d) of the abovementioned prohibition, referred to in footnote 20.
- (27) As already stated in paragraph 51 above.
- (28) *Ondersoek na Sekere Verkrygings en Beoogde Verkrygings in die Bakkersbedryf* (paragraph 104) (own emphasis).
- (29) Report No. 10 *Investigation into Restrictive Practices in the Supply and Distribution of Alcoholic Beverages in the Republic of South Africa* paragraphs 1–7.
- (30) As defined in paragraphs 13 above.
- (31) [1976] 1 CMLR 95 103 (own emphasis).
- (32) *E. W. Wiggings Airways Inc v Massachusetts Port Authority* 362 F 2 d 52 (1966).
- (33) *Sun Valley Disposal Co v Silver State Disposal Co.* 420 F 2d 341 (1969).
- (34) Report No. 22 paragraph 41.
- (35) Paragraph 20.
- (36) Paragraph 44.
- (37) 1973 CMLR 199.
- (38) Paragraph 19 of the court report.
- (39) Paragraph 27.

BYLAE

RAAD OP MEDEDINGING

VERSLAG No. 28

ONDERSOEK NA 'N BEPERKENDE PRAKTYK VERVAT IN 'N OOREENKOMS TUSSEN SHELL SUID-AFRIKA (EDMS.) BPK. EN DIE STADSRAAD VAN DIE MUNISIPALITEIT VAN KROONSTAD

INLEIDENDE OPMERKINGS

1. Die ondersoek wat die onderwerp van hierdie verslag vorm, is ingevolge artikel 10 (4) van die Wet op die Handhawing en Bevordering van Mededinging, 1979 (Wet No. 96 van 1979) (hierna die Wet) aangekondig in Goewermmentskennisgewing No. 109 in *Staatskoerant* No. 12291 van 16 Februarie 1990. Hierdie kennisgewing lui soos volg:

"Die Raad op Mededinging maak hierby vir algemene inligting bekend dat hy, kragtens artikel 10 (1) (a) van die Wet op die Handhawing en Bevordering van Mededinging, 1979 (Wet No. 96 van 1979), ondersoek instel om te bepaal of enige van die bepalings in 'n ooreenkoms tussen Shell Suid-Afrika (Edms.) Bpk. en die Stadsraad van die Munisipaliteit van Kroonstad 'n beperkende praktyk uitmaak.

'n Praktijk word as beperkend beskou indien dit, onder andere, mededinging regstreeks of onregstreeks beperk.

Enigiemand kan binne 'n tydperk van dertig (30) dae vanaf publikasie van hierdie kennisgewing skriftelike verhoë aangaande hierdie ondersoek rig aan die Direkteur: Ondersoeke van die Raad op Mededinging, Privaatsak X720, Pretoria, 0001."

2. In reaksie op hierdie kennisgewing is verskeie verhoë van lede van die publiek, ondernemers aktief in die tersaaklike bedryfstak, asook die partye wat direk by die aangeleentheid betrokke is, ontvang. Daar is ook op 29 Mei 1990 samesprekings gevoer met verteenwoordigers van Shell.

3. Die tersaaklike feite wat aanleiding gegee het tot, en verband hou met die ondersoek, word hieronder uiteengesit.

FEITELIKE AGTERGROND VAN ONDERSOEK

4. Gedurende 1984 het mnr. C. van der Merwe, 'n sakeman van Kroonstad, aansoek gedoen by die Stadsraad van die Munisipaliteit van Kroonstad om die huur van 'n stuk grond vir die oprig van 'n vulstasie en meegaande geriewe. In ooreenstemming met die bepalinge van die Ordonnansie op Plaaslike Bestuur⁽¹⁾ is kennis gegee van die ontvangs van die aansoek. Geen besware is ontvang nie en daarna het die Provinsiale Administrasie van die OVS die verhuring van die grond aan mnr. Van der Merwe goedgekeur.

5. Aangesien mnr. Van der Merwe blykbaar nie oor voldoende fondse vir die projek beskik het nie, het hy met verskeie petroleummaatskappye in verbinding getree. Die meeste maatskappye het volgens mnr. Van der Merwe nie belang gestel in die beoogde ontwikkeling nie. Shell het egter wel belangstelling in die projek getoon en na onderhandelinge is ooreengekom dat die regte van mnr. Van der Merwe aan Shell gesedeer sal word. Daar is weereens kennis gegee van die kontrak wat nou tussen Shell en die Stadsraad tot stand sou kom. 'n Beswaar van Mobil Olie Suidelike Afrika (Edms.) Beperk is ontvang teen die feit dat die Stadsraad nie tenders vir die ontwikkeling gevra het nie, maar die kontrak is wel goedgekeur. 'n Notariële huurkontrak tussen Shell en die Stadsraad wat voorsiening maak vir 'n huurtydperk van 20 jaar is op 12 Oktober 1987 geregistreer. Daarna is voortgegaan met die oprigting van die vulstasie.

6. Die vulstasie is opgerig op die gehuurde terrein wat geleë is by 'n wisselaar aan die eindpunt van die N1-tolpad waar dit die Kroonstad-omgewing vanaf die noorde binnekom. Die kompleks wat as Shell Ultra City Kroonstad (hierna Ultra City) bekend staan, is op 10 Augustus 1988 amptelik in gebruik geneem. Ingevolge 'n huurooreenkoms gedateer 11 Augustus 1988 word die kompleks deur Tewie Beleggings (Edms.) Beperk, 'n petrol- en motorhandelaar van Kroonstad, van Shell gehuur en bedryf. Die Ultra City is tans die enigste fasiliteit van so 'n aard in die onmiddellike omgewing van Kroonstad.

7. Gedurende 1989 het mnr. D. den Hartog, 'n bourekenaar van Kroonstad, onderhandelinge met die Stadsraad aangeknoop rakende die koop van 'n stuk grond wat geleë is in die dorpsgebied van Kroonstad. Die perseel is geleë by die Steynsrus-wisselaar aan die suid-oostelike kant van Kroonstad waar die N1-snelweg en die paaie na Welkom en Steynsrus ontmoet. Mnr. Den Hartog is van voorneme om 'n vulstasie en restaurant-kompleks, van soortgelyke aard as Ultra City, op die perseel op te rig.

8. Die Stadsraad het aan mnr. Den Hartog voorwaardelik toestemming verleen vir die aankoop van die grond en meegaande ontwikkeling. Een van die voorwaardes wat gestel is, is dat 'n "kompromie" met Shell bereik moet word. Hierdie voorwaarde hou verband met 'n klousule van die huurkontrak tussen Shell en die Stadsraad, te wete klousule 25. Hierdie klousule lui soos volg:

"Die verhuurder onderneem hiermee en stem toe dat hy vir die volle duur van hierdie huurkontrak nie sonder die voorafverkreë toestemming van die huurder sal toelaat dat 'n onderneming of bedryf soortgelyk aan die een wat kragtens hierdie ooreenkoms opgerig staan te word, op die dorpsgronde van Kroonstad of binne die afgemete dorpsgebied van Kroonstad deur enige instansie opgerig of bedryf sal word nie . . ."

9. Shell het toestemming aan mnr. Den Hartog geweier en gevolglik is die Raad op Mededinging genader met 'n versoek om vas te stel of klousule 25 van die ooreenkoms 'n beperkende praktyk, soos omskryf in artikel 1 van die Wet, uitmaak.

TERSAAKLIKE GESKILPUNTE

10. Die vraag waaroor die Raad dus moet beslis is of klousule 25 van die ooreenkoms tussen Shell en die Stadsraad 'n beperkende praktyk daarstel. Die begrip "beperkende praktyk" het, ten tyde van die begin van die ondersoek, volgens artikel 1 van die Wet die volgende beteken:

- (a) enige ooreenkoms, reëling of verstandhouding, hetsy regtens afdwingbaar of nie, tussen twee of meer persone; of
- (b) enige besigheidspraktyk of handelsmetode, met inbegrip van enige metode om pryse vas te stel, hetsy deur die verskaffer van enige handelsartikel of andersins; of

- (c) enige handeling of versuim deur enigiemand, hetsy hy onafhanklik of tesame met iemand anders optree; of
- (d) enige toestand wat uit die bedrywighede van enige persoon of klas of groep persone ontstaan, wat, deurdat dit mededinging regstreeks of onregstreeks beperk, die uitwerking het of waarskynlik sal hê om—
 - (i) die produksie of distribusie van enige handelsartikel te beperk; of
 - (ii) die fasiliteite beskikbaar vir die produksie of distribusie van enige handelsartikel in te kort; of
 - (iii) die prys van of enige ander teenprestasie vir enige handelsartikel te verhoog of te handhaaf; of
 - (iv) die produksie of distribusie van enige handelsartikel op die mees doeltreffende en ekonomiese manier te verhoed; of
 - (v) die ontwikkeling of invoering van tegniese verbeterings of die uitbreiding van bestaande of die skepping van nuwe markte te verhoed of te vertraag; of
 - (vi) die toetrede van nuwe produsente of distribueerders tot enige tak van die handel of nywerheid te verhoed of te beperk; of
 - (vii) die aanpassing van enige beroep of tak van die handel of nywerheid by veranderde toestande te verhoed of te vertraag;”

Deur middel van die Wysigingswet op die Handhawing en Bevordering van Mededinging⁽²⁾ wat op 4 Julie 1990 in werking getree het, is in gedeelte van bostaande omskrywing gewysig. Die sinsnede “wat, deurdat dit mededinging regstreeks of onregstreeks beperk, die uitwerking het of waarskynlik sal hê om— . . .” is deur die volgende formulering vervang, naamlik “wat regstreeks of onregstreeks mededinging beperk deurdat dit uiwerking het of waarskynlik sal hê om— . . .”.

11. Die omskrywing van “handelsartikel” in artikel 1 van die Wet is van verdere belang. Dit beteken:

“ook enige fabrikaat of merk van enige handelsartikel, enige boek, tydskrif, koerant of ander publikasie, enige gebou of bouwerk en enige diens, hetsy persoonlik, professioneel of andersins, met inbegrip van enige opbergings-, vervoer-, versekerings-, of bankdiens;”.

12. Dit is ook nodig om te let op die omskrywing van “distribusie”. Die begrip beteken volgens artikel 1 van die Wet:

“ook die lewering van ’n diens, ongeag of die lewering van die diens gepaard gaan met die verskaffing van ’n handelsartikel of nie, en opberging, vervoer, aankoop en verkoop;”.

13. Aangesien later kortliks gelet word op die vraag of Ultra City in ’n monopoliesituasie verkeer, is die omskrywing van “monopoliesituasie” in artikel 1 van die Wet van belang. Dit verwys na:

“ ’n situasie waar enige persoon, of twee of meer persone met ’n wesenlike ekonomiese verbintenis, geheel en al of grootliks die tipe besigheid waarin hy of hulle met betrekking tot enige handelsartikel betrokke is, in die Republiek of enige deel daarvan beheer”.

STANDPUNTE VAN BELANGHEBBENDES

(a) Shell

14. Shell voer in die eerste plek aan dat die bepaling in die kontrak nie as ’n beperkende praktyk bestempel kan word nie. Dit is volgens hulle die geval indien rekening gehou word met die unieke kenmerke van die oliebedryf. Hulle maak onder meer melding van die feit dat die oliebedryf in al sy vertakkinge kapitaalintensief is. Die koste verbonde aan die oprigting van ’n vulstasie van gemiddelde grootte is na bewering ’n miljoen rand. Dit is ’n aansienlike bedrag indien in gedagte gehou word dat die hele ontwikkeling in wese slegs vir die verkoop van een kommoditeit onderneem word, aldus Shell.

15. ’n Verdere kenmerk van die betrokke bedryf is dat, anders as wat byvoorbeeld die geval mag wees met ’n winkelsentrum, die omset nie toeneem met die verdere vestiging van verkoopsunte nie, maar eerder afneem. Shell voer voorts aan dat bewussyn van hierdie verskynsel die Regering daartoe gelei het om ’n beleid te formuleer waarvolgens die ontwikkeling van diensstasies gerasionaliseer word ten einde ’n onekonomiese en vermorsende toename in sodanige diensstasies te voorkom.

16. Shell is verder van mening dat klousule 25 geensins die uitwerking het om die fasiliteite vir die verskaffing van enige kommoditeit in die Kroonstad-area te beperk nie, aangesien daar 15 diensstasies in Kroonstad is. Die feit dat die ligging van die Ultra City meer gerieflik is vir reisigers op die N1-snelweg is ook irrelevant vir doeleindes van vasstelling of mededinging beperk word.

17. Ter samevatting van Shell se eerste submitisie word dan gemeld dat klousule 25 slegs ’n kommersieel verstandige, asook redelike beskerming vir die groot belegging (die koste was na bewering drie miljoen rand) daarstel.

18. In die tweede plek voer Shell in die alternatief aan dat die klousule nie teen die openbare belang is nie. Die standpunt word onder meer ingeneem dat die bepaling gesien moet word teen die agtergrond van die ontwikkeling van die konsep van fasiliteite soos die te Ultra City. Volgens Shell het dit uit navorsing wat sedert 1978 gedoen is, geblyk dat die behoeftes van motoriste veranderings ondergaan. Motoriste het vanweë goed geboude paaie en beter brandstofverbruik deur motors verder gereis en minder kere gestop ten einde brandstof in te neem. Ook is die nuwe nasionale snelweëroetes so ontwerp om verby verskeie plekke te gaan waar dit vroeër direk deurgegaan het.

19. Shell was van mening dat daar op die nuwe roetes nie voldoende voorsiening gemaak word vir die veranderende behoeftes van motoriste nie. Daar is oënskynlik nie op die roetes voorsiening gemaak vir die publiek om brandstof in te neem op gerieflike plekke of om te ontspan by paslike fasiliteite nie. Gevolglik het Shell die Nasionale Vervoerkommissie (NVK) genader om direkte toegang tot die N3-snelweg naby Estcourt te verleen ten einde so 'n fasiliteit te kan oprig. Die NVK het vir verskeie jare die aansoek geweier, na bewering vanweë veiligheidsoorwegings asook om te verhoed dat die ekonomiese lewensvatbaarheid van diensstasies in nabygeleë dorpe waar die snelweg verbygaan, geraak word. Uiteindelik het die NVK egter wel toegestem en was Shell die eerste oliemaatskappy in Suid-Afrika aan wie sodanige regte toegestaan is. Shell is van mening dat die omstandighede rondom die ontwikkeling in Estcourt aantoon dat hulle die eerste oliemaatskappy was wat die veranderende behoeftes van die publiek opgemerk het en ook bereid was om 'n aansienlike risiko te neem.

20. Met betrekking tot Kroonstad meld Shell dat daar 'n dringende behoefte was om probleme op te los wat voortgespruit het uit 'n gebrek aan voldoende en gerieflike fasiliteite vir vragmotorbestuurders. Daar was na bewering geen oliemaatskappy wat in so 'n ontwikkeling belang gestel het of wat 'n lewensvatbare ontwikkelingsvoorstel aan mnr. Van der Merwe kon maak nie. Shell het gevolglik 'n ooreenkoms met die Stadsraad bereik. Shell meld egter met verwysing na klousule 25 dat:

"[H]ad the clause not been included in the lease agreement, Shell would probably not have proceeded with the development in view of the high risk involved and the fact that the development does not have direct access to the N1 highway."

Ook word verwys na die feit dat nóg die Stadsraad nóg die Provinsiale Administrasie beswaar gemaak het teen die klousule. Dit dui volgens Shell daarop dat hulle heeltemal bewus was van die feit dat die beperking redelik is in die lig van die voordele wat hieruit vir die publiek sou resulteer.

21. In die voorleggings wat deur Shell gemaak is word deurentyd besondere klem geplaas op die belangrikheid van die handhawing van hoë standaarde met betrekking tot die fasiliteite en dienste wat gelewer word. In soverre dit fasiliteite betref, is daar onder meer voorsiening gemaak vir 'n restaurant vir vragmotorbestuurders, 'n 24-uur petrol- en dieselpompdienste, stortgeriewe, beligting en 24-uur sekuriteit, bank- en telefoongeriewe, asook parkering onder skadunette. Daar word ook gemeld dat Shell, sowel as Tewie Beleggings, voortdurend kontrole uitoefen oor die netheid van die fasiliteite asook die gehalte van die diens wat gelewer word.

Die publiek het volgens Shell baie gunstig gereageer op die fasiliteite asook die gehalte van die geriewe wat daargestel is. Tog word die geriewe nog nie ten volle benut nie en sal dit ook nie vir 'n aansienlike tyd aldus benut word nie. Daar word melding gemaak van die feit dat Kroonstad, vanweë sy ligging, nie 'n natuurlike punt vir brandstofinnames vir motoriste afkomstig vanaf Johannesburg is nie. Dit is omrede motoriste gewoonlik eers na ongeveer 400 km weer petrol inneem, en Shell voer aan dat Bloemfontein 'n meer logiese punt vir brandstofinnames is. Omrede motoriste egter na ongeveer 200 km 'n ruskans benut is Kroonstad 'n natuurlike rusplek.

Shell het, ondanks bogemelde omstandighede, daarop aangedring dat fasiliteite en diens van 'n hoë standaard gelewer moet word. Dit resulteer egter in hoë vaste bedryfskoste vir Tewie Beleggings wat, aldus Shell, nie sal verbeter totdat die geriewe optimaal benut word nie. Omrede die geriewe nie optimaal benut word nie het die publiek dus nie behoefte aan 'n verdere fasiliteit in die omgewing van Kroonstad nie. Vanweë die hoë bedryfskoste is daar in werklikheid in die eerste 15 maande van die bedryf van die Ultra City 'n verlies gely. Shell is daarom van mening dat selfs 'n marginale verlies van besigheid sal ly tot finansiële probleme.

Daar word voorts aangevoer dat die toetrede van 'n mededinger egter ook tot nadeel van die publiek sal wees. Dit sal naamlik daartoe lei dat geeneen van die fasiliteite in staat sal wees om behoorlike standaarde te handhaaf nie. Gebaseer op bestaande volumeskattings, meen Shell dat dit ten minste sewe jaar sal neem om die huidige belegging te verhaal. Die balans van die tydperk van 20 jaar word benodig om 'n rendement op die belegging te verkry. Indien 'n verdere fasiliteit toegelaat word, sal dit volgens Shell die gemelde tydperke verleng.

22. 'n Verdere nadeel wat sou voortspruit uit optrede teen Shell is na bewering die volgende:

"[S]hould the provisions of clause 25 be regarded as a restrictive practice, and thereby set a precedent for the future, the likelihood is that members of the oil industry will be reluctant to invest adequately in future developments, which again will be to the detriment of the public interest."

23. In die finale instansie voer Shell dus aan dat die bepaling nie in die konteks van die oliebedryf 'n beperkende praktyk is nie. Dit is ook nie teen die openbare belang nie vanweë die reeds vermelde oorwegings.

(b) Tewie Beleggings

24. Mnr. K. C. Wessels, die besturende direkteur van Tewie Beleggings, het in verhoë aan die Raad melding gemaak van die onderbenutting van die fasiliteite. Hy het ook verwys na die moontlikheid van 'n verlaging in standarde van diens wat sou intree indien 'n mededingende fasiliteit toegelaat word. 'n Verdere nadelige gevolg volgens hom is dat van die werknemers hulle werk sou verloor. Ook sou die maatskappy, indien hy tydens die ondertekening van die huurooreenkoms bewus was van die oprigting van 'n mededingende fasiliteit, waarskynlik nie die ooreenkoms gesluit het nie.

(c) Die Stadsraad van Kroonstad

25. Die Stadsklerk van Kroonstad het in 'n voorlegging die agtergrond tot die ooreenkoms uiteengesit. Hy het onder meer melding gemaak van die feit dat die groot volume swaarvoertuie wat deur die dorp beweeg het verskeie probleme veroorsaak het. Dit sluit in verkeersprobleme en skade aan die padoppervlakte. Die Stadsklerk meld dan dat na die ingebruikname van Ultra City die probleme wat ondervind is opgelos is.

(d) Mnr. Den Hartog

26. Mnr. Den Hartog het aangevoer dat die klousule 'n beperkende praktyk daarstel en ook strydig is met die openbare belang.

27. Mnr. Den Hartog het as uitgangspunt vir sy verhoë geneem die bevindings van die Raad in Verslag 22.⁽³⁾

28. Daar word, meer in besonder, gesteun op paragrawe 34–35 van Verslag No. 22. Hierdie gedeeltes lui soos volg:

“34. Daar moet gewys word op die weerlegbare vermoede dat alle beperkende praktyke teen die openbare belang is. Dit bring mee dat 'n beperkende praktyk “gekondoneer” sou kon word slegs indien die betrokke party die Raad kon tevrede stel dat die betrokke beperkende praktyk in die lig van die situasie waarbinne dit ter sprake is in die openbare belang is.

35. Ten einde te bepaal wat in die openbare belang is het die Raad aanvaar dat dit 'n begrip is wat die belange van die relevante nywerhede en die algemene publiek (besonderlik as verbruikers) tesame met die breë nasionale belang behels. Hierdie onderskeie belange sal nie noodwendig met mekaar ooreenstem nie, in welke geval hulle identifiseer en teen mekaar afgewee moet word.”

29. Mnr. Den Hartog het die standpunt ingeneem dat die klousule mededinging beperk en die uitwerking het om die verspreiding van die kommoditeite waarmee handel gedryf word by Ultra City, te beperk. Verder word beweer dat die bepaling die fasiliteite vir die verspreiding van die kommoditeite beperk en ook die uitwerking het om die distribusie daarvan op die mees doeltreffende en ekonomiese manier te verhoed. Ook het dit die effek om die toetrede van 'n mededinger te beperk. Vanweë hierdie oorwegings moet die klousule as 'n beperkende praktyk beskou word.

30. Ten tweede het mnr. Den Hartog aangevoer dat die bepaling ook strydig is met die openbare belang. Dit is na bewering duidelik in Shell se belang, maar teen die belang van mededingers omrede dit hulle toetrede tot die mark beperk. Dit is ook nie in die belang van verbruikers nie omrede hulle keuse van fasiliteite in Kroonstad beperk word. Daar word ook verwys na die feit dat Ultra City die enigste soort fasiliteit van sy aard in die omgewing van Kroonstad is en dat motoriste wat petrol wil ingooi of verversings koop, dus by die Ultra City moet aandoen of die ongerieflike alternatief moet kies om die dorp binne te gaan.

Omrede meeste motoriste, volgens mnr. Den Hartog, so na as moontlik aan die hoofroete wat hulle volg wil bly, sal hulle geen praktiese alternatief hê anders as om by die Ultra City aan te doen nie. Daar word ook aangevoer dat die situasie vergelyk moet word met die in Bloemfontein waar daar minstens vyf soortgelyke fasiliteite digby die N1-snelweg geleë is. Hierby is daar na bewering selfs verkeer wat Kroonstad verbygaan maar nie Bloemfontein nie. Vanweë hierdie rede is die behoefte aan verdere fasiliteite op Kroonstad selfs nog groter as wat die geval mag wees met Bloemfontein.

31. Mnr. Den Hartog het verder die standpunt ingeneem dat die bedrag wat Shell spandeer het irrelevant is vir doeleindes van vasstelling of daar 'n beperkende praktyk bestaan en, indien wel, of dit in die openbare belang is. Van die oogpunt van die openbare belang gesien, is die enigste vraag, aldus hierdie standpunt, of daar 'n mededinger is wat bereid is om 'n soortgelyke belegging te maak. Ook word die juistheid van Shell se bewering dat hulle waarskynlik nie die belegging sou gemaak het sonder die beskermende klousule nie, bevraagteken.

32. Deur die vestiging van 'n verdere fasiliteit sal motoriste wat by albei persele verbygaan 'n keuse gegun word en sal diegene wat nie by Ultra City verbygaan nie 'n gerieflike alternatief gebied word. Mnr. Den Hartog is derhalwe van mening dat die kenmerke van 'n mededingende mark op hierdie wyse na vore sal kom sodat daar mededinging bestaan rakende pryse en dienste wat aan motoriste gelewer word. Ten slotte is dit die standpunt van mnr. Den Hartog dat daar 'n beperkende praktyk bestaan en dat die vermoede dat dit teen die openbare belang is, nie weerlê is nie.

(e) Total

33. Total is van mening dat klousule 25 'n beperkende praktyk daarstel. Daar word beweer dat Shell vanweë die bepaling, in 'n posisie sal wees om 'n mag uit te oefen wat 'n owerheid soos die Stadsraad nie ligtelik sal uitoefen nie, tensy daar nie-nakoming is van voorwaardes wat geldiglik opgelê is deur 'n plaaslike owerheid of ander bevoegde instansie. Die nadeel van die behoud van hierdie situasie is verder die volgende:

"[I]t would be possible for third parties with the necessary financial muscle to purchase similar rights from other Municipalities and City Councils in order to prevent their competitors from erecting or conducting businesses in competition with them."

Die netto resultaat van die bepaling is volgens Total dat die verbruiker met 'n monopoliesituasie op die snelweg buite Kroonstad gekonfronteer word.

Daar word verder ook gemeld dat omrede die fasiliteite vir die verspreiding van kommoditeite beperk word, die pryse daarvan verhoog sal word.

34. Total neem voorts die standpunt in dat die beperkende praktyk wat na hulle mening bestaan, teen die openbare belang is. Dit is na bewering strydig met die belange van verbruikers wat 'n keuse behoort te hê tussen verskillende fasiliteite op die snelweg, en nie aangewese hoef te wees op geriewe binne die dorp nie. Ook word die mening uitgespreek dat die bedrag wat Shell bestee het irrelevant is in soverre dit die openbare belang betref. Die stelling van Shell dat hulle waarskynlik nie die belegging sou gemaak het sonder die beskerming van klousule 25 nie, word as onaanvaarbaar bestempel.

35. In die laaste plek is Total van mening dat die kwessie van verdere fasiliteite deur vraag en aanbod bepaal moet word. Dit sou strydig wees met die beginsels van 'n vrye mark indien staatsinstansies toelaat dat mededinging op hierdie wyse uitgeskakel word. Hierbenewens meen Total dat die instandhouding van die klousule 'n rimpeleffek kan hê tot nadeel van onder meer die bounywerheid en werksgeleenthede. Gevolglik doen Total aan die hand dat die openbare belang die beste gedien sal word deur die toelating van verdere mededingers.

(f) Inwoners van Kroonstad

36. Verskeie inwoners het hulle teen die beperking op die oprigting van fasiliteite soortgelyk aan Ultra City uitgespreek. Die mening is onder meer gehuldig dat die bestaan van so 'n "monopolie" 'n ongunstige uitwerking op die ontwikkeling van Kroonstad sal uitoefen. Selfs die eienaar van 'n vulstasie binne die dorp het die standpunt gehuldig dat die beperking op toetrede nie bevorderlik is vir die vrye markstelsel nie.

TOEPASSING VAN RELEVANTE OMSKRYWINGS EN BEGINSELS

37. Die vrae wat vervolgens beantwoord moet word is of klousule 25 'n beperkende praktyk daarstel en, indien dit die geval is, of die beperkende praktyk in die openbare belang geregverdig kan word.

38. Alvorens oorgegaan word tot 'n toepassing van die relevante norme op die feite moet die volgende aspekte van die Raad se benadering tot hierdie aangeleentheid eers uiteengesit word.

Ten eerste moet dit duidelik gemaak word dat, as uitgangspunt tot die beoordeling van die klousule, nie staat gemaak word op beginsels rakende die sogenaamde beding ter beperking van handelsvryheid nie. Hierdie beginsels sluit weliswaar die vraag in of 'n spesifieke ooreenkoms strydig is met die openbare belang.⁽⁴⁾ Dit is egter duidelik dat in die praktyk hierdie kriterium meestal toegepas word met verwysing na die redelikheid van die kontrak *inter partes*.⁽⁵⁾ Die persoon wat hom *in casu* oor 'n kontraksbepaling bekla (mnr. Den Hartog), is daarby nie 'n party tot die ooreenkoms nie. Vanweë die gestelde uitgangspunt volg dit dus dat die vraag of die beperking, gesien in die lig van Shell se belegging, redelik is, nie die grondslag vir die beslegting van die geskil kan vorm nie. Die Raad, in teenstelling met 'n burgerlike hof, beoordeel gedrag en strukture op grond van hulle meriete insoverre dit mededinging aangaan—sonder om in die proses primêr 'n oordeel te fel oor, byvoorbeeld, die onderlinge redelikheid van 'n kontrak. Die beoordelingsproses word verder ook uitdruklik gekenmerk deur inagnaming van relevante ekonomiese beleidsaspekte.⁽⁶⁾ Die gevolgtrekkings waartoe die Raad en 'n hof in 'n gegewe geval sal kom, kan dus volkome uiteenlopend wees. Hierdie moontlikheid is alreeds in Verslag No. 22⁽⁷⁾ deur die Raad vermeld.

Met betrekking tot Shell se submitisie dat die Stadsraad en die Provinsiale Administrasie van die OVS se goedkeuring dui op hulle aanvaarding van die redelikheid van die klousule, geld beide gemelde aspekte. Soos reeds gestel, beslis die Raad nie oor die kwessie van die redelikheid van 'n kontraksbepaling nie, gevolglik is

hierdie aspek van klousule 25, *per se*, nie relevant nie. Wat wel van uiterste belang is, is watter uitwerking die betrokke bepaling op mededinging het of kan hê. Voorts is dit duidelik dat plaaslike en provinsiale owerhede se benadering tot 'n aangeleentheid soos die onderhawige bloot 'n relevante mening is, en geensins 'n voorskriftelike invloed op die Raad kan uitoefen nie. Laasgenoemde benadering sou in effek die negering van die Raad se plig tot onafhanklike besluitneming behels en, in hierdie geval, die beoordeling van klousule 25 onderworpe stel aan die mening van die kontrakspartye.

Die Raad wil terloops hier opmerk dat dit vir enige ondernemer 'n wyse stap sou wees om, veral indien 'n duidelik ingrypende beperking op mededinging beoog word, met die Raad in die verband oorleg te pleeg. Dit was in die verlede deurentyd moontlik vir 'n ondernemer om met die Raad in verbinding te tree oor sodanige aangeleenthede en hierdie feit word nou ook formeel bevestig deur die Wysigingswet op die Handhawing en Bevordering van Mededinging.⁽⁸⁾ Artikel 2 (d) van die Wysigingswet stel dit duidelik dat die Raad oorleg kan pleeg met enige belanghebbende party (onder andere) in verband met 'n beperkende praktyk wat bestaan of mag ontstaan. Dit is dus moontlik om 'n aanduiding te verkry van die implikasies wat bepaalde wyses van optrede, volgens die Raad se mening, op die handhawing en bevordering van mededinging mag hê. Die nadelige gevolge wat 'n versuim om aldus oorleg te pleeg kan hê op die onderneem van 'n groot belegging, soos die te Ultra City, spreek vanself. Dit is daarom nie raadsaam vir 'n ondernemer om hom bloot te verlaat op die mening van 'n ander party tot 'n ooreenkoms nie. In hierdie opsig sou 'n ondernemer, benewens enige besigheidsrisiko's, ook die bykomstige risiko van nie-voldoening aan norme van die mededingingsreg neem.

Ten tweede het die Raad nie die geldigheid van klousule 25 beoordeel insoverre dit die voldoening, al dan nie, van die klousule aan die voorskrifte en vereistes van die administratiefreg aangaan nie.⁽⁹⁾ Die benadering is gevolg dat dit buite die Raad se bevoegdheid val om 'n mening uit te spreek oor die vraag of die Stadsraad moontlik *ultra vires* optree deur statutêre magte aan Shell te deleger.

STEL KLOUSULE 25 'N BEPERKENDE PRAKTYK DAAR?

39. Die vraag of klousule 25 'n beperkende praktyk daarstel, word nou oorweeg deur verwysing na tersaaklike omskrywings. Daar is in wese drie aspekte wat ter sprake kom. Dit is, eerstens, die bestaan van sekere oorsaaklike faktore, tweedens, 'n beperking van mededinging en derdens die intrede, of waarskynlike intrede van sekere gevolge.

(a) Oorsaaklike faktore

40. Word gelet op die omskrywing van beperkende praktyk by paragraaf 10 hierbo blyk dit dat klousule 25 wel 'n oorsaaklike faktor, soos uiteengesit in paragraaf (a)–(d) van die definisie, is. Meer bepaald is dit duidelik dat die verwysing in die definisie na “enige ooreenkoms...hetsy regtens afdwingbaar of nie” voorsiening maak vir 'n situasie soos die huidige. Die regsgeldigheid van 'n ooreenkoms verleen met ander woorde nie 'n volledige verweer teen die evaluering van die nadelige uitwerking wat so 'n kontrak op mededinging kan hê nie.

(b) Beperking van mededinging

41. Die omskrywing van beperkende praktyk behels voorts dat mededinging regstreeks of onregstreeks beperk moet word. Ten einde te bepaal of mededinging beperk word moet allereers vasgestel word wat die relevante mark is wat ter sprake kom.

Die relevante mark

42. Die begrip “relevante mark” slaan op 'n relevante **produk** sowel as op 'n relevante geografiese gebied.⁽¹⁰⁾

Die relevante produk

43. Word eerstens gelet op die relevante mark betreffende die produk, moet die omskrywing van “handelsartikel” in artikel 1 van die Wet as uitgangspunt dien. Gemeet aan hierdie omskrywing en dié van “distribusie”⁽¹¹⁾ word onder andere die volgende handelsartikels te Ultra City “gedistribueer”: petrol, diesel, 'n insleepdiens, 'n werkswinkel, voedsel, 'n restaurant, toiletgeriewe, asook parkeringfasiliteite met sekuriteitsdienste. Van hierdie fasiliteite word ook spesifiek daargestel vir gebruik deur die bestuurders van vragmotors.

Dit is waarskynlik dat 'n motoris op die snelweg die afsonderlike artikels eerder op een gerieflike sentrale punt sal wil aankoop as om vir elke individuele artikel 'n sentrum binne te gaan. Volgens hierdie aanname stel 'n **omvattende diens**, soos wat Ultra City aan motoriste lewer, dus die relevante produk daar. Die gevolgtrekking waartoe gekom kan word is dus dat die lewering van die onderskeie (individuele) handelsartikels as 'n geheel op sigself 'n bepaalde diens is.⁽¹²⁾ Hierdie omvattende diens is gevolglik ook ingesluit in die verwysing na “enige diens” in die omskrywing van handelsartikel.

Die relevante geografiese mark

44. Die relevante geografiese mark vir bogenoemde produk is eerstens Kroonstad self. Fasiliteite soortgelyk aan Ultra City is uiteraard oor die hele land versprei maar dit is die motoris wat naby Kroonstad reis wat die behoefte sal hê aan sodanige fasiliteite, wie se keuse beperk word. Tweedens is dit egter duidelik dat, gegewe die spesifieke aard van die betrokke handelsartikel, te wete 'n omvattende diens aan motoriste, 'n ander fasiliteit as Ultra City tog vir sekere motoriste as 'n alternatief kan dien. Vir hoeveel motoriste dit die geval is, sal afhang van verskeie onbepaalde faktore. Dit sluit in motoriste se eie voorkeure en omstandighede, maar veral die ligging van hulle vertrekpunt relatief tot Kroonstad. Die volgende alternatiewe fasiliteite kan hivolgens oorweeg word. Die naaste alternatiewe fasiliteit (en dus mededinging van Ultra City) is die kompleks wat 20 km suid van die Kroonvaal-tolhek en ongeveer 65 km van Kroonstad geleë is.

Verdere alternatiewe fasiliteite is moontlik die te Bloemfontein, wat 211 km van Kroonstad geleë is. In die algemeen gesproke kan dit moontlik die geval wees dat vir motoriste wat vanaf die Witwatersrand en omstreke deur Kroonstad sal reis, Bloemfontein nie 'n volkome alternatief bied nie. Dit is selfs te betwyfel of, in plaas van om by Ultra City aan te doen, motoriste eerder sal verkies om 'n verdere 211 km te reis. Daarby kom dit meer waarskynlik voor dat 'n fasiliteit nader aan Kroonstad, soos die wat naby die Kroonvaal-tolhek geleë is, 'n alternatief sal vorm tot Ultra City vir motoriste wat deur Kroonstad reis. Tog kan die Raad nie die moontlikheid uitsluit dat, afhangende van motoriste se eie voorkeure en omstandighede, die fasiliteite te Bloemfontein wel vir bepaalde motoriste 'n werkbare alternatief daarstel nie. In die verband word dit beweer deur Shell dat Kroonstad 'n natuurlike rusplek (en dus ook hervulpunt) is, maar dat Bloemfontein as 'n logiese hervulpunt vir brandstof beskou kan word (hierdie stelling is natuurlik nie deur Shell gemaak om aan te toon dat daar wel mededinging bestaan nie, maar is gemaak ter staving van die siening dat Ultra City se winsgewendheid deur sy ligging gekniehalter word). Die relevante geografiese mark behels dus Kroonstad self asook 'n wyer omgewing wat minstens strek tot die kompleks by die Kroonvaal-tolhek, maar wat terselfdertyd ook Bloemfontein kan insluit.

Mededinging in die relevante mark

45. Word gelet op mededinging in dié relevante mark blyk dit dat daar wel onderlinge mededinging bestaan tussen Ultra City en ondernemers binne Kroonstad rakende die verskaffing van **sommige** van die handelsartikels vermeld in paragraaf 43 hierbo. So kan aanvaar word dat 'n motoris wel die keuse het om byvoorbeeld 'n restaurant binne die dorp te besoek, in plaas van om by die restaurant by Ultra City aan te doen. Die feit dat Ultra City meer gerieflik geleë is vir **motoriste** as fasiliteite binne Kroonstad, *per se*, sluit nie mededinging in hierdie mark uit nie. Alhoewel prysmededinging rakende die verskaffing van petrol op kleinhandelsvlak, vanweë prysbeheer⁽¹³⁾ nie moontlik is nie, is dienslewering wat verband hou met petrolinname wel van belang en vatbaar vir mededinging. Hierbenewens is prysmededinging wel moontlik ten aansien van diesel, die brandstof wat deur talle vragsmotors gebruik word. Ten aansien van mededinging rakende die distribusie van spesifieke handelsartikels kan die gevolgtrekking dus gemaak word dat distribueerders binne Kroonstad tog met Ultra City meeding.

Die dorpe en stede wat op verskillende afstande van Kroonstad geleë is, verskaf in 'n baie beperkte mate alternatiewe vir die verkryging van individuele handelsartikels. Verbruikers sal naamlik nie geredelik na ander sentra buite Kroonstad gaan vir die verkryging van individuele handelsartikels nie. Sentra naby aan Kroonstad sluit onder meer in (met die afstand vanaf Kroonstad tussen hakies): Henneman (45 km), Ventersburg (50 km), Welkom (60 km), Viljoenskroon (60 km), Odendaalsrus (61 km) en Vredefort (76 km). Hierdie sentra se bereikbaarheid hang natuurlik saam met faktore soos verkeersdrukte en die aard van die roete, maar op slot van sake kan hierdie sentra nie gesien word as realistiese alternatiewe tot verskaffers van **individuele** handelsartikels in Kroonstad nie.

Word die uitwerking van klousule 25 op die relevante mark soos hierbo beskryf oorweeg, is dit duidelik dat mededinging in 'n fundamentele opsig beperk word. Die uitwerking van die bepaling is naamlik om te verhoed dat 'n mededinger wat die afsonderlike handelsartikels⁽¹⁴⁾ as 'n **geheel** wil distribueer, tot die mark toetree. Dit is op mededinging rakende die verskaffing van 'n omvattende diens, in teenstelling met mededinging rakende die verskaffing van individuele dienste, wat klousule 25 die ingrypendste beperking plaas. Die klousule het 'n meer ernstige uitwerking op mededinging in die relevante mark in besonder vanweë die feit dat Ultra City die enigste distribueerder van sy aard in die **direkte** omgewing van Kroonstad is en een van slegs twee in die omringende area. Tot die mate dat die groep fasiliteite in Bloemfontein (wat binne die relevante mark kan val) vir **sommige** motoriste as 'n alternatief vir Ultra City dien, is Ultra City dan een van slegs drie verskaffers van 'n sodanige tipe diens in 'n relatief groot gebied van die land.

Ten einde te bevind dat mededinging beperk word, is dit natuurlik nie 'n voorvereiste dat daar slegs 'n enkele distribueerder in die relevante mark moet wees nie. Trouens, selfs al sou Shell toestemming aan mnr. Den Hartog verleen om met sy ontwikkeling voort te gaan, bestaan daar geen ooglopende grondslag waarop selfs 'n verdere mededinger se uitsluiting geregverdig kan word nie. Dit is egter wel moontlik dat 'n beperkende praktyk se uitwerking vererger kan word deur die feit dat daar weinig mededingers in 'n bepaalde mark aktief is.⁽¹⁵⁾ Die Raad bevind dus dat klousule 25 mededinging regstreeks of onregstreeks beperk.

(c) **Nadelige gevolge**

46. Die laaste aspek wat oorweeg moet word is of klousule 25 'n nadelige uitwerking het, of waarskynlik sal hê, op die distribusie van enige handelsartikel. Dit behels met ander woorde die vraag na die intrede of waarskynlike intrede van die gevolge wat in paragrawe (i)–(vii) van die definisie van beperkende praktyk vermeld word.

47. Volgens die vertoë van mnr. Den Hartog het Shell reeds toestemming geweier vir die oprigting van 'n mededingende fasiliteit. In hierdie opsig het klousule 25 eerstens die uitwerking om die distribusie van 'n handelsartikel ('n omvattende diens aan motoriste) te beperk. Tweedens het dit die uitwerking om die fasiliteite vir sodanige distribusie, wat andersins uitgebrei sou word, in te kort. Derdens het dit die uitwerking om die toetrede van nuwe distribueerders tot 'n tak van die handel of nywerheid te verhoed of te beperk.

48. Hierbenewens sal die klousule **waarskynlik** die uitwerking hê om die pryse van die gemelde handelsartikels te handhaaf of te verhoog asook om die distribusie van handelsartikels op die mees doeltreffende en ekonomiese manier te verhoed. Aan die feit dat die prys van petrol op kleinhandelsvlak statutêr vasgestel is, kan hier nie deurslaggewende waarde geheg word nie. Petrol is bloot een van verskeie handelsartikels wat versprei word en, soos reeds gemeld⁽¹⁶⁾ is mededinging rakende dienslewering wel moontlik.

(d) **Bevinding**

49. Die Raad bevind dat klousule 25 'n beperkende praktyk, te wete beperking van toetrede, daarstel. Dit is die geval ingevolge die vorige definisie van 'n beperkende praktyk sowel as ingevolge die nuwe omskrywing. In besonder word mededinging in die verskaffing van 'n omvattende diens aan motoriste beperk, deurdat die klousule die toetrede van 'n mededinger verhoed.

IS DIE BEPERKENDE PRAKTYK IN DIE OPENBARE BELANG GEREGERDIG?

50. Die vraag wat vervolgens beantwoord moet word is of die beperkende praktyk in die openbare belang geregverdig kan word. Aangesien daar weerlegbaar vermoed word dat 'n beperkende praktyk teen die openbare belang is, moet Shell redes aanvoer waarom dit wel in die openbare belang geregverdig is.

51. Die bepaling van wat in die openbare belang sal wees behels in die eerste plek dat alle relevante belange geïdentifiseer moet word. Hierdie belange sluit onder meer in dié van ondernemers, verbruikers, en ook die breë nasionale belang. Sodanige belange sal gewoonlik van ekonomiese aard wees, maar is nie daartoe beperk nie. In die tweede plek moet die onderskeie belange teen mekaar opgeweeg word, en dan moet 'n bepaalde gewig daaraan toegeken word. Welke oorweging deurslaggewend sal wees word bepaal deur die besondere omstandighede van die geval. Die Raad verrig die vermelde taak teen die agtergrond van 'n breë oriëntering ten gunste van die handhawing en bevordering van mededinging. Nogtans is dit duidelik dat insoverre dit die afwegingsproses aangaan, geen spesifieke belang van meet af aan die oorheersende klem mag dra nie.⁽¹⁷⁾ Die identifisering van relevante belange gaan dus deurentyd gepaard met die daadwerklike beoordeling van die meriete van 'n **bepaalde belang in 'n gegewe geval**.

52. Ten einde aan te toon dat die beperkende praktyk in die openbare belang geregverdig is het Shell na twee groepe faktore verwys. Die eerste groep faktore hou verband met die beweerde nie-lewensvatbaarheid van Ultra City en die tweede groep met die uitwerking van optrede teen die beperkende praktyk op toekomstige ontwikkelings.

Die nie-lewensvatbaarheid van Ultra City

53. Twee aspekte is hier geopper, naamlik die relevansie van regeringsbeleid en die belang van die handhawing van hoë standaarde te Ultra City.

Regeringsbeleid

54. In hierdie verband wys Shell eerstens uit dat dit regeringsbeleid is om rasionalisasie in die oliebedryf te bevorder ten einde onekonomiese mededinging te verhoed.

55. Met betrekking tot die kwessie van regeringsbeleid rakende die oliebedryf, is dit weliswaar korrek dat die oliebedryf opereer teen die agtergrond van beleidsrigtings en maatreëls van 'n formele of informele aard wat deur die Regering daargestel is. Verder word die strategiese aard van die oliebedryf in Suid-Afrika dikwels beklemtoon en word byvoorbeeld in artikel 2 van die Wet op Petroleumprodukte⁽¹⁸⁾ voorsiening gemaak vir die uitoefening van beheer, in verskeie opsigte, oor die prys en verskaffing van petroleumprodukte.

56. In soverre dit hierdie kwessies aangaan moet gemeld word dat indien 'n bepaalde statutêre voorskrif 'n dwingende invloed sou hê op 'n aspek van die onderhawige (of enige ander) ondersoek, die Raad die uitwerking daarvan deeglik in ag sal moet neem. Die bestaan van sodanige voorskrifte vorm trouens dikwels deel van die relevante oorwegings wat ter sprake kom tydens ondersoeke van die Raad. Sou daar dus kragtens 'n statutêre bepaling 'n beperking geplaas word op die toetrede van mnr. Den Hartog of ander voornemende mededingers, moet (die moontlikheid van deregulering daargelaat) uiteraard gevolg gegee word aan die bepaling.

Daar is egter, ongeag die voorskrifte wat byvoorbeeld kragtens die Wet op Petroleumprodukte daargestel kan word⁽¹⁹⁾ geen getuienis voor die Raad gelê wat daarop dui dat die toetrede van mnr. Den Hartog strydig sal wees met 'n wetlike voorskrif nie. In die afwesigheid van 'n spesifieke magtiging daartoe, kan die Raad ook nie bloot aanvaar dat vanweë die feit dat die oliebedryfstak teen 'n agtergrond van potensiele wetlike regulering opereer, daar by voorbaat 'n kondonering van 'n beperkende praktyk moet plaasvind nie.

57. Dit is verder nodig om op te merk dat dit wel deel van die Raad se funksie is om ook breëre beleidsrigtings van die owerheid, in teenstelling met dwingende wetlike bepalinge, in ag te neem. In hierdie geval, soos ook met 'n statutêre bepaling die geval is, sou die toepaslikheid van die beleidsrigting in die **spesifieke** omstandighede egter steeds aangetoon moet word. Daar sou dus nie by die blote feit van die strategiese aard van die bedryf stil gestaan kon word nie—'n duidelike *nexus* tussen gemelde of ander oorwegings en die betrokke situasie moet minstens aangetoon kan word. Ten aansien van regeringsbeleid, soos ook die geval was met wetlike voorskrifte, is daar geen getuienis aan die Raad voorgelê nie, en die Raad is ook nie bewus van, enige beleid van die Regering wat voorskriftelik is rakende die **ligging** van alle afsetpunte van petroleumprodukte nie.

58. 'n Verdere aspek wat hier vermelding verdien, en wat nie deur enige van die partye geopper is nie, is die betekenis van die vrystelling, ten gunste van oliemaatskappye, van die verbod op sekere tipes beperkende praktyke wat kragtens die Wet uitgevaardig is. Reeds voor hierdie verbod⁽²⁰⁾ uitgevaardig is, het die lede van die oliebedryfstak aansoek gedoen om vrystelling van die verbod in soverre dit petroleumprodukte betref. Die Minister van Handel en Nywerheid het aanvanklik slegs 'n tydelike vrystelling van paragrawe 2 (b), 2 (c), 2 (d) en 2 (e) van die verbod verleen, maar dit is later in 'n permanente vrystelling omskep. Ten aansien van die beperkende praktyk van herverkooppryshandhawing, wat vervat is in paragraaf 2 (a) van die verbod, is nie vrystelling verleen nie.

Dié vrystelling is moontlik relevant, gesien vanuit die oogpunt van die bevindings van die Raad in Verslag No. 15.⁽²¹⁾ In die verslag het die Raad naamlik bevind dat effektiewe mededinging in die meeste gevalle die belangrikste faktor is om koste in toom te hou, verskaffers te verplig om doeltreffendheid na te streef, en die winsgewendheid van nuwe investeringe na behore te evalueer.⁽²²⁾ In die proses van oorweging of die onderskeie tipes beperkende praktyke in die openbare belang geregverdig is, het die Raad ook verskeie argumente, soortgelyk aan die wat Shell opgerakende die nie-lewensvatbaarheid van Ultra City, verwerp.⁽²³⁾ Tog is wel vrystelling van die verbod wat uit die verslag voortgespruit het aan oliemaatskappye—waaronder Shell—verleen. Derhalwe moet oorweeg word of die vrystelling enige implikasies het vir die huidige ondersoek. Die volgende aspekte kom in hierdie verband ter sprake:

- (a) In die eerste plek moet in gedagte gehou word dat die vrystelling betrekking het op spesifieke beperkende praktyke rakende die bemaking van **petroleumprodukte**. Die huidige ondersoek het egter te doen met 'n ander beperkende praktyk (beperking van toetrede) ten opsigte van 'n nie-vrygestelde handelsartikel (lewering van 'n omvattende diens). Oorwegings verbandhoudend met die lewensvatbaarheid van die verskaffing van petroleumprodukte mag moontlik betrekking hê op dié van 'n kompleks soos Ultra City, maar die twee handelsartikels se lotgevalle is nie sonder meer identies nie. Sou daar dus enige gevolgtrekkings uit die vrystelling van petroleumprodukte gemaak kon word, sou dit in elk geval nie **onbepaald** toepasbaar wees op die verskaffing van 'n omvattende diens nie. Daar sou derhalwe aandag geskenk kan word aan implikasies van die vrystelling, indien enige, slegs **tot die mate** wat die omstandighede rondom die bemaking van petroleumprodukte saamhang met die bedryf van 'n fasiliteit soos Ultra City.
- (b) Tweedens moet daar gewaak word teen die maak van 'n afleiding dat dit kragtens die vrystelling moontlik sou wees om 'n uitwerking, soortgelyk aan dié verkry deur die klousule 25, onbepaald te laat **voortduur**, in teenstelling met die toelaatbaarheid van die **sluit** van so 'n ooreenkoms. Sou 'n mededinger byvoorbeeld aanvanklik instem om nie tot die mark toe te tree nie, maar later tog

verkies om tot die mark toe te tree, sou die Minister, op aanbeveling van die Raad, die vrystelling kon terugtrek indien die verlening daarvan strydig word met die openbare belang. Hierna sou die kontrak onwettig wees en derhalwe sou die mededinger vrylik kon toetree. Al sou dieselfde effek as klousule 25 dus kragtens die vrystelling verkry word moet in gedagte gehou word dat selfs 'n "permanente" vrystelling ingetrek kan word.⁽²⁴⁾ Dit kan byvoorbeeld gedoen word indien omstandighede sodanig verander dat terugtrekking in 'n spesifieke geval in die openbare belang is. Vanweë hierdie moontlikheid kan dit dus nie gestel word dat die verlening van 'n vrystelling magtiging daarstel vir die verhindering van toetrede op enige wyse en in enige omstandighede nie.

- (c) In die derde plek is dit duidelik dat 'n stelsel van selfregulering, in samehang met informele en formele staatsvoorskrifte, tot groot hoogte in die oliebedryf geld. Die motivering vir hierdie selfregulering, soos bewerkstellig deur die vrystelling, hou onder andere verband met die nodigheid om verskeie afsetpunte in stand te hou, en aldus, ook meerdere verskaffers van petroleumprodukte in die mark te behou. Die bestaan van 'n verskeidenheid van verskaffers en afsetpunte word, op hulle beurt, onder andere geregverdig deur die strategiese aspekte en besondere omstandighede van die petroleumbedryf.⁽²⁵⁾ Vanweë genoemde faktore word dit geag in die openbare belang te wees om, deur selfregulering, petroleumprodukte nie in **alle** opsigte aan mededinging bloot te stel nie. Die aard en omvang van mededinging kan, vanweë die vrystelling, dus tot 'n sekere mate deur onderlinge ooreenkoms tussen mededingers (oftewel deur selfregulering) beperk word.

Die praktiese funksionering van die stelsel van selfregulering is uiteraard gebaseer op onderlinge instemming. Die vrystelling magtig weliswaar die toepassing van sekere beperkende praktyke, maar die toepassing daarvan bly, per definisie, steeds aan 'n bepaalde veronderstelling onderworpe. Dit is naamlik dat die onderskeie partye moet instem tot die betrokke beperkende praktyk. Die vrystelling magtig met ander woorde nie eensydige optrede deur 'n party nie, maar maak dit bloot moontlik vir partye om (vrywillig) saam te span. Indien Shell byvoorbeeld met 'n mededinger sou **ooreenkom** dat alleen Shell petroleumprodukte deur Ultra City sal verskaf, kan dit dus neerkom op horisontale samespanning oor markverdeling⁽²⁶⁾ maar die ooreenkoms sou steeds nie onwettig wees nie vanweë die verleende vrystelling. Dit volg dan ook dat die **omskrewe** beperkende praktyke (vervat in die verbod) wat andersins strydig sou wees met die openbare belang, slegs toelaatbaar is (en volgens tersaaklike omskrywings in elk geval **moontlik** is) tot die mate wat die onderskeie partye hulle daaraan onderwerp. In soverre 'n party nie gedwing kan word om 'n bepaalde verpligting op te neem nie, vervul die vereiste van ooreenstemming dus die rol van 'n veiligheidsmeganisme.

In die huidige geval, en in kontras met bogenoemde, sluit Shell egter sonder ooreenstemming 'n mededinger uit. Dit resulteer in 'n situasie waar 'n mededinger verhoed kan word om toe te tree en die moontlike risiko van nie-lewensvatbaarheid te neem. Die toetrede van mededingers word in effek van 'n eensydige en subjektiewe beslissing van Shell afhanklik gemaak. Hierteenoor strek die toelaatbare mate van beperking slegs tot daardie beperkings wat aanvaar word deur **mededingers**. Dit skep oënskynlik die paradoks dat 'n gesamentlike beperking op mededinging (tot 'n mate) aanvaarbaar sou wees terwyl waar 'n mededinger onafhanklik, en buite die sisteem, wil opereer dit moontlik onaanvaarbaar is. Wat in werklikheid egter die posisie is, is dat Shell buite die sisteem om mededinging **beperk** en nie dat Shell daarbuite wil meeding nie. Daar word naamlik gepoog om die maksimum toelaatbare omvang van beskerming teen mededinging uit te brei deur die sluit van 'n ooreenkoms met die Stadsraad van Kroonstad, en nie met 'n mededinger nie. Hierdie onderskeid behels meer as bloot 'n verskil in kontrakspartye in die opsig dat, selfs gegewe die magtiging tot samespanning, 'n mededinger steeds die keuse het om toe te tree en aldus tot voordeel van verbruikers mee te ding. Die feit dat in ander gevalle mededinging beperk kan word, of selfs inderdaad beperk word, doen nie afbreuk hieraan nie.

Omrede die besondere aard van die oliebedryf tans die moontlikheid van volkome vrye mededinging onwenslik maak, word beperkings op mededinging toegelaat, maar aan die ander kant word terselfdertyd minstens 'n **totale** uitsluiting van mededinging wel verhoed. Daar kan verder ook aanvaar word dat, gegewe die feit dat 'n mededinger in wese sonder staatsbeheer kan besluit **waar** om 'n verspreidingspunt op te rig, 'n oliemaatskappy in elk geval selde sal toestem tot weerhouding van 'n (self-bepaalde) lewensvatbare verspreidingspunt. In die finale instansie het 'n mededinger, ondanks die vrystelling steeds die keuse om toe te tree, ingevolge klousule 25 het hy dit nie.

Die vraag wat gevolglik ontstaan is of Shell, deur buite die geskepte meganisme 'n beperking op mededinging teweeg te bring, steeds kan steun op daardie oorwegings wat aanleiding gegee het tot die verlening van 'n vrystelling van die verbod, en die verkryging van beskerming op 'n **bepaalde** wyse. Is dit met ander woorde moontlik om die strategiese aspekte van die oliebedryf en hulle relevansie vir die openbare belang in die huidige situasie sonder meer te aanvaar—in omstandighede waar die Raad 'n onafhanklike diskresie moet uitoefen? Die Raad is van mening dat dit nie moontlik is nie. Waar die Raad die openbare belang in elke geval aan die hand van die meriete van 'n bepaalde belang in spesifieke omstandighede moet bepaal⁽²⁷⁾ kan dit nie bloot aanvaar word dat 'n bepaalde belang in alle gevalle en omstandighede die swaarste weeg nie. In die spesifieke omstandighede van Ultra City word beskerming buite die toegelate stelsel aangevra. Dit is egter nie moontlik nie daar die regverdigende faktore vir die beperking van mededinging reeds 'n maksimum neerslag gevind het in 'n bepaalde meganisme, naamlik die vrystelling.

Word 'n situasie soos die onderhawige beskou, sou dit neerkom op 'n versaking van die Raad se plig om die rol aan te neem van 'n reguleerder van toetrede, waar die geskepte meganismes en relevante staatsowerhede volgens alle aanduidings nie besware het teen verdere toetrede nie. Klousule 25 behels daarom 'n geval waar die onsekerhede inherent aan die vrye mark toegelaat moet word om ten volle tot uiting te kom.

59. Die Raad bevind gevolglik dat die feit dat 'n vrystelling aan oliemaatskappye verleen is van die verbod op sekere tipes beperkende praktyke, nie op sigself, of tesame met ander oorwegings, die beperkende praktyk tans onder beskouing in die openbare belang regverdig nie.

Die handhawing van hoë standaarde te Ultra City

60. Met betrekking tot die kwessie van lewensvatbaarheid steun Shell tweedens swaar op die hoë standaard van die dienste wat te Ultra City gelewer word. Dit is duidelik dat Shell baie waarde heg aan hierdie aspek en dit blyk ook uit die ooreenkoms tussen Shell en Tewie Beleggings waarin verskeie verpligtinge in hierdie verband aan laasgenoemde opgelê word. Shell meen dat die vermoë om hierdie hoë standaarde te handhaaf egter deur die toetrede van 'n mededinger benadeel sal word. Volgens hulle sou dit dus in die openbare belang wees om mededingers uit te sluit.

Die aldus voorgestelde oplossing vir die vermyding van die probleme wat na bewering sou volg op verdere toetrede kom in effek daarop neer dat die Raad 'n beslissing moet maak dat daar slegs ruimte vir een ondernemer is in die mark waarin Ultra City aktief is. Hierdie siening impliseer voorts dat bepaalde dienste noodsaaklik geag word en dat die lewering daarvan op 'n sekere vlak deur die **afwesigheid** van mededinging bewerkstellig word. Die bevordering van mededinging is daarteenoor gebaseer op die siening dat, as 'n algemene uitgangspunt, vraag en aanbod moet bepaal watter dienste gelewer sal word en dat dit die druk van mededingers is wat verseker dat dienste van 'n bepaalde gehalte teen 'n sekere prys wel gelewer word. Die grootte van die mark of die volume van die aanvraag kan dus nie op sigself dien as 'n waarborg dat diens van gehalte en omvang wel gelewer sal word nie. Omgekeerd kan dit selfs moontlik wees om aan te voer dat 'n **beperkte** aanvraag net sowel die lewering van dienste van 'n bepaalde gehalte en omvang kan bevorder.

Die posisie waarin Ultra City sou verkeer indien geen mededingers toegelaat sou word nie is naamlik om in die direkte omgewing van Kroonstad die enigste verskaffer van 'n sekere tipe diens te wees. In hierdie posisie sou druk om dienste op effektiewe wyse te lewer in hoofsaak nie verband hou met mededingingsoorwegings nie. Dit sou eerder gebaseer wees op oorwegings soos die kontraktuele verpligtings van Tewie Beleggings teenoor Shell en die noodsaaklikheid van die verhaal van uitgawes. Daar is geen oortuigende rede aangevoer hoekom die toetrede van 'n mededinger nie bloot verder sal bydra om die lewering van dienste op 'n effektiewe wyse te verseker nie.

Die siening dat, omrede vaste koste 'n groot komponent van totale bedryfskoste is, dit vir Ultra City moeilik sal wees om wins binne sekere tydperke te maak indien 'n mededinger toegelaat word, is in wese irrelevant. Dit sou beteken dat uit die feit dat 'n ondernemer 'n bepaalde besigheidsaktiwiteit onderneem 'n reg op wins, en ook 'n vir hom **aanvaarbare** marge van wins, voortvloei. Hierteenoor kan wins gesien word as beloning vir die neem van risiko's. Indien die risiko egter grootliks verminder word deur die uitsluiting van mededingers, kan daar stellig nie onverpoosd aangedring word op dieselfde mate van beloning as wat andersins die geval sou wees nie.

Dit is weliswaar so dat in sekere omstandighede, op grond van ekonomiese oorwegings, dit tot voordeel van verbruikers sou wees om 'n beperkte aantal, of selfs 'n enkele verskaffer, in 'n mark toe te laat. Die meriete van sodanige besluit word egter meestal deur 'n owerheidsorgaan bepaal en die bedryf van so 'n onderneming geskied boonop in ooreenstemming met 'n stelsel van statutêre regulering. Dit is duidelik onderskeibaar van die huidige situasie waar aan 'n ondernemer, in die afwesigheid van 'n statutêre magtiging, die bevoegdheid verleen word om te beslis oor die vraag of 'n mededinger toegelaat mag word. Daar is geen objektiewe kriteria in so 'n geval ter sprake nie, en die weiering van mnr. Den Hartog se aansoek is *prima facie* bewys hiervan. Anders as 'n owerheidsorgaan wat mededinging reguleer en aan verskeie regsvoorskrifte onderworpe is, sou Shell na volkome willekeur mededingers kon uitsluit.

61. Die Raad is derhalwe van mening dat die eerste stel faktore wat deur Shell geopper word rakende die beweerde nie-lewensvatbaarheid van die ontwikkeling te Ultra City, nie die bestaan van die beperkende praktyk in die openbare belang regverdig nie.

Uitwerking van optrede op toekomstige ontwikkelings

62. Die tweede groep faktore waarna Shell verwys wat die beperkende praktyk regverdig is gebaseer op twee verwante aspekte. Dit is die voordele van Ultra City vir die inwoners van Kroonstad en die uitwerking van optrede teen die beperkende praktyk op toekomstige ontwikkelings.

63. Shell verwys eerstens na die feit dat die gemeenskap van Kroonstad 'n voordeel ontvang het deur die oplossing van probleme wat verband gehou het met die beweging van vragmotors deur die dorp. In soverre dit die kwessie van voordele vir die inwoners van Kroonstad betref is dit inderdaad die geval dat die inwoners bevoordeel is deur die oprigting van Ultra City. In hierdie opsig sal die oprigting van 'n verdere fasiliteit sekerlik

des te meer in die voordeel van die inwoners wees of ten minste nie tot hulle nadeel nie. Dit kan ook terloops vermeld word dat, met die uitsondering van die besturende direkteur van Tewie Beleggings, geen inwoner van die dorp homself ten gunste van slegs een fasiliteit uitgespreek het nie. Tot die mate wat hierdie standpunte egter beïnvloed mag wees deur 'n reeds verkreeë oplossing vir 'n historiese probleem, moet in gedagte gehou word dat daar in elk geval nie net oorweging geskenk moet word aan die belange van die inwoners van 'n bepaalde sentrum nie, maar ook aan die van **motoriste**. In soverre dit dan die belange van motoriste op die snelweg betref blyk dit onomwonde tot hulle voordeel te wees om uit (**winstens**) twee soortgelyke fasiliteite te kan kies in die direkte omgewing van Kroonstad.

64. Ten tweede word beweer dat omrede Shell waarskynlik nie sonder die beskerming van klousule 25 die ontwikkeling sou onderneem het nie, die moontlikheid bestaan dat ondernemers nie ontwikkelings sal aanpak wat hulle as nie-lewensvatbaar beskou nie. Aldus sou inwoners of motoriste by ander sentra dus soortgelyke voordele as die wat Ultra City bied, ontbeer. Die standpunt kom daarop neer dat indien daar egter wel beskerming verleen word vir die risiko wat sodanige ondernemers neem, die ontwikkelings steeds gedoen sou word. Die Raad word hiervolgens in 'n posisie geplaas waarin die nadeel aan motoriste rondom Kroonstad opgeweeg moet word teen die hipotetiese nadeel vir inwoners en motoriste op ander sentra. Een moontlikheid hiervolgens is om die bestaan van klousule 25 en dus die beperkende praktyk te handhaaf—wat na bewering toekomstige ontwikkelings nie sal benadeel nie. 'n Ander moontlikheid is om 'n mededinger tot Ultra City in die direkte omgewing van Kroonstad toe te laat—dit sou dan volgens die gestelde suggestie die uitwerking hê dat in (self-bepaalde) onlewensvatbare sentra, geen ontwikkeling voortaan gedoen sal word nie.

65. Met betrekking tot bogemelde sienings van Shell is dit in die eerste plek duidelik dat Shell geensins in 'n posisie is om 'n mening uit te spreek namens ander lede van die oliebedryfstak nie. Indien die voortbestaan van klousules soortgelyk aan klousule 25 noodsaaklik is vir toekomstige ontwikkelings kan dit verwag word dat oliemaatskappye hulle minstens ten gunste daarvan sou uitspreek. Dit is nie gedoen nie. Trouens die enigste ander oliemaatskappy wat 'n voorlegging gemaak het, het hom daarteen uitgespreek.

Die Raad is tweedens van mening dat elke ondernemer die lewensvatbaarheid van 'n beoogde ontwikkeling moet beoordeel volgens sy eie verwagtings rakende wat 'n aanvaarbare rendement is. Sou die risiko's onaanvaarbaar wees behoort die ontwikkeling nie onderneem te word nie. Die standpunt is reeds voorheen deur die Raad in 'n vergelykbare konteks gestel. In Verslag No. 21.⁽²⁹⁾ het die Raad die volgende bevind:

“Dit is geargumenteer dat die Bakkersooreenkoms vir die PWV-gebied 'n poging is om vervoerkoste te rasionaliseer. Die Raad is nie oortuig dat 'n formele verdeling van die mark nodig is om rasionalisasie te bewerkstellig nie. **Die Raad kan nie aanvaar dat 'n doeltreffende bakker on-ekonomiese aflewerings sal onderneem sonder inagneming van die winsgewendheid daarvan nie.** As gevolg van die element van winsgewendheid behoort natuurlike markverdeling te ontstaan sonder dat dit op een of ander wyse afdwing word. Uiteraard is die Raad nie gekant teen die bestaan van natuurlike markverdeling nie.”

In soverre dit die beweerde effek van optrede teen klousule 25 op toekomstige ontwikkelings betref, kan aanvaar word dat indien 'n ontwikkeling **werklik** onlewensvatbaar sou wees weinig ondernemers (selfs met beskerming) in elk geval bereid sal wees om toe te tree. Is die volume van die aanvraag argumentshalwe wel voldoende vir slegs een ondernemer, maar onvoldoende vir die instandhouding van meer as een ondernemers se (self-bepaalde) winsverwagtinge, kan steeds verwag word dat ander ondernemers nie sal toetree nie. Sou 'n spesifieke ontwikkeling egter 'n aanvaarbare winsverwagting vir 'n ondernemer inhou behoort hy te kan toetree selfs al sou dit 'n bestaande ondernemer onder druk plaas. Die mees effektiewe ondernemer sal dan uiteindelik, gegewe die aanname van ruimte vir slegs een verskaffer in die mark, sukses behaal.

Die Raad kan nie 'n bestaande ondernemer “beskerming” bied bloot op grond van die feit dat hy byvoorbeeld die eerste was om 'n bepaalde mark te betree nie. Die moontlike voordeel van 'n enkele “beskermd” verskaffer (volgens Shell se mening) sou buitendien met verloop van tyd geminimaliseer word deur die afwesigheid van mededingers. In die geval sou die beskermd ondernemer geen druk ervaar van potensiële mededingers nie, nie omrede hulle weens moontlike onlewensvatbaarheid nie wil toetree nie, maar bloot omrede hulle nie kan toetree nie. Dit is in besonder die posisie waar beskerming teen mededinging vir 'n tydperk van twintig jaar verleen word.

Daar kan voorts ook nie besluit word om 'n ontwikkeling te doen op grond van 'n gewaande beskerming teen mededinging nie. Indien 'n ondernemer, byvoorbeeld, ten einde 'n landswye diensnetwerk en breë teenwoordigheid in die mark te verkry, 'n afsetpunt by 'n gegewe sentrum vestig kan hy nie op grond van hierdie motivering om beskerming vra nie. Dit word uiteindelik deur die vereistes van die openbare belang in die gegewe situasie bepaal.

Die Raad kan gevolglik nie bevind dat die tweede groep faktore wat Shell meld, die beperkende praktyk in die openbare belang regverdig nie.

66. Die Raad kom dus tot die gevolgtrekking dat die beperkende praktyk van beperking van toetrede, soos bewerkstellig deur klousule 25 van die kontrak, nie deur die oorwegings waarna Shell verwys het, in die openbare belang geregverdig word nie.

VERKEER ULTRA CITY IN 'N MONOPOLIESITUASIE?

67. Dit is vervolgens nodig om kortliks enkele opmerkings te maak oor die moontlikheid dat Ultra City in 'n monopoliesituasie verkeer. Dit word primêr gedoen omrede verskeie persone so 'n bewering gemaak het, ondanks die feit dat die relevante klousule as 'n beperkende praktyk ondersoek is en aldus ook daarvolgens beoordeel word. Dit is verder ook in die belang van Shell omrede 'n monopoliesituasie, anders as 'n beperkende praktyk, nie geag word teen die openbare belang te wees nie. Hierdie benadering is ook, in 'n ander verband, deur die Raad gevolg.⁽²⁹⁾

68. In soverre dit die vraag betref of Ultra City in 'n monopoliesituasie⁽³⁰⁾ verkeer, kan die volgende gemeld word:

(a) Die blote feit dat die monopolie wat 'n ondernemer in 'n bepaalde tipe besigheid het, deur medewerking van die staat verkry is, beteken nie dat dit buite bereik van toetsing aan mededingingsnorme val nie. So word in *General Motors Continental N.V. v E.C. Commission*⁽³¹⁾ deur die Europese Geregshof bevind dat:

"Where an undertaking enjoys a monopoly—even if the origin of the situation is to be found in a delegation by the State of a power vested in the government—its dominant position is abused by the mere fact that the undertaking imposes unfair prices on trading conditions."

(b) Die omvang van die toepaslikheid van mededingingsnorme sal afhang van die betrokke omstandighede van die geval. In hierdie verband kan die aanwesigheid van 'n spesifieke statutêre magtiging in sekere omstandighede deurslaggewend wees. Dit is in besonder die geval waar daar in effek slegs een ondernemer in 'n bepaalde aktiwiteit betrokke kan wees. Aldus is al in die VSA beslis dat die toekenning aan 'n enkele onderneming van die reg om brandstof en ander voorrade by 'n lughawe te verskaf, nie 'n oortreding van mededingingswetgewing is nie.⁽³²⁾ Insgelyks is bevind dat die verlening van 'n eksklusiewe reg om vullis in 'n bepaalde area te verwyder buite die bestek van federale mededingingswetgewing val.⁽³³⁾

(c) Daar moet egter in gedagte gehou word dat indien 'n wetlike bepaling die uitwerking het om die toepassing van mededingingsbeleid te frustreer, die Raad steeds kragtens sy bevoegdheid tot koördinering van mededingingsbeleid en amptelike ekonomiese doelstellings, 'n gepaste wysiging sou kon aanbeveel.

69. In die onderhawige geval is daar duidelik geen sprake van 'n spesifieke statutêre magtiging vir die verlening van die magte wat Shell deur klousule 25 verkry nie, gevolglik moet die gewone beginsels rakende die beoordeling van monopoliesituasies toegepas word.

70. Bogenoemde benadering sluit in besonder in die vraag of 'n ondernemer 'n dominante posisie misbruik. Daar moet egter allereers vasgestel word of 'n ondernemer inderdaad in 'n dominante posisie is. Dit is in hierdie opsig nodig om te let op 'n ondernemer se posisie rakende 'n bepaalde tipe besigheid en nie soseer die posisie in 'n bepaalde relevante mark nie.⁽³⁴⁾ In die huidige geval sou die relevante produk (vir doeleindes van 'n beperkende praktyk) en die tipe besigheid egter grootliks ooreenstem daar die relevante produk ('n omvattende diens aan motoriste) wat Ultra City verskaf, waarskynlik ook as 'n "tipe besigheid" beskou kan word.

71. Die vraag ontstaan egter verder wat onder die sinsnede "enige deel" van die RSA in die omskrywing van monopoliesituasie in artikel 1 van die Wet verstaan moet word. In Verslag No. 22⁽³⁵⁾ het die Raad bevind dat die betekenis van die begrip volgens nugter sakebeginsels en na deeglike oorweging van die relevante feite bepaal moet word. Dit is duidelik dat in die onmiddellike omgewing van Kroonstad, Ultra City geheel en al die tipe besigheid van verskaffing van 'n omvattende diens aan motoriste beheer. Die nugtere beoordeling van wat onder enige deel van die RSA verstaan moet word, lei tot die gevolgtrekking dat die betrokke omvattende diens aan motoriste behels dat wyer as slegs Kroonstad self gekyk moet word. Die spesifieke feite van die huidige geval hou dus in dat oorwegings wat gemeld is by die beoordeling van die relevante geografiese mark⁽³⁶⁾ ook hier van nut en toepassing is.

"Enige deel" moet dus nie beperk word slegs tot die direkte omgewing van Kroonstad nie. In die bepaling van hierdie gebied moet onder meer rekening gehou word met die besondere eienskappe van die betrokke produk, naamlik 'n omvattende diens aan motoriste. Die kompleks by die Kroonvaal-tolhek en fasiliteite in Bloemfontein kan gevolglik as realistiese alternatiewe vir motoriste gesien word en dus ook as 'n mededinger vir Ultra City. Gevolglik beheer Ultra City nie geheel en al of selfs grootliks die tipe besigheid waarin hulle betrokke is nie en is dus ook nie sonder meer in 'n monopoliesituasie nie.

72. Alhoewel die kwessie van moontlike misbruik van 'n **dominante** posisie as gevolg van bogenoemde gevolgtrekking nie oorweeg hoef te word nie, kan hier tog twee algemene opmerkings gemaak word. Die eerste hou verband met die vraag of dit moontlik is om 'n dominante posisie te misbruik sonder om gebruik te maak van markkrag. In *Europemballage Corporation and Continental Can Co. Inc. v E.C. Commission*⁽³⁷⁾ het die Europese Geregshof bevind dat dit wel moontlik is. In hierdie saak is deur die applikant aangevoer⁽³⁸⁾ dat artikel 86 van die Verdrag van Rome (wat die misbruik van 'n dominante posisie verbied) vereis dat "[T]he use of the economic strength conferred by a dominant position can be regarded as an abusive exploitation of this position only if it constitutes the means whereby the abuse is committed." Die hof het hierdie siening egter verwerp en bevind⁽³⁹⁾ dat:

"[T]he question raised by the applicant companies of the casual connection which in their view must exist between the dominant position and the abusive exploitation is irrelevant, for the strengthening of the position of an undertaking may be abusive and prohibited . . . regardless of the means or the methods whereby it has been achieved. . . ."

Die beginsel wat in hierdie beslissing vervat is sou ook op die huidige situasie toegepas kon word indien byvoorbeeld argumentshalwe aanvaar word dat Ultra City in 'n monopoliesituasie verkeer. Indien dit die geval was is dit duidelik dat Shell se optrede, deur ingevolge klousule 25 'n mededinger uit te sluit, steeds as misbruik van 'n dominante posisie bestempel kan word—selfs al het dit geskied sonder dat Shell van sy markkrag gebruik gemaak het.

73. Tweedens moet opgemerk word dat, op grond van bogenoemde gevolgtrekking, dit geen verskil sou maak indien die ondersoek vanuit die oogpunt van die moontlike bestaan van 'n monopoliesituasie benader is nie. Alhoewel daar dus geen vermoede bestaan dat 'n monopoliesituasie teen die openbare belang is nie, sou die uitsluiting van 'n mededinger in hierdie geval neerkom op die misbruik van 'n dominante posisie. Aangesien die uitsluiting van 'n mededinger in hierdie omstandighede ook teen die openbare belang sou wees, sou die Raad in so 'n geval dus steeds aanbeveel dat Shell nie mag voortgaan om 'n mededinger uit te sluit nie.

SAMEVATTING EN AANBEVELING

74. Die Raad bevind dat klousule 25 van die kontrak tussen Shell en die Stadsraad van die Munisipaliteit van Kroonstad 'n beperkende praktyk daarstel deurdat dit die toetrede van mededingers beperk. Die beperkende praktyk word voorts bevind nie in die openbare belang geregverdig te wees nie.

75. Ter bereiking van bogenoemde gevolgtrekking het die Raad onder meer die volgende bevindings gemaak:

- (a) Klousule 25 van die kontrak tussen Shell en die Stadsraad van die Munisipaliteit van Kroonstad gee aanleiding tot die bestaan van 'n beperkende praktyk. Dit geskied deurdat dit vir Shell moontlik is om mededingers vir 'n tydperk van 20 jaar van toetrede tot die mark vir die verskaffing van 'n omvattende diens in die munisipale area van Kroonstad uit te sluit. Dit is voorts wel 'n beperkende praktyk **ongeag** van die feit dat daar meer as een ondernemer in die relevante mark aktief is.
- (b) In die beoordeling van gemelde beperkende praktyk is die feit dat die spesifieke bepaling deur 'n staatsinstelling goedgekeur is, slegs as 'n relevante faktor en nie as 'n voorskriftelike invloed nie, beskou. Verder is die vraag of die bepaling moontlik 'n redelike beskerming vir Shell se belegging daarstel, nie op sigself van deurslaggewende belang vir die Raad nie.
- (c) In die oorweging van die bestaan van faktore wat die beperkende praktyk regverdig, moet, en het, die Raad gelet op beleidsrigtings van die Regering, statutêre voorskrifte, asook die feit dat die Minister 'n vrystelling aan een van die partye gegee het van die verbod op sekere beperkende praktyke. In die onderhawige omstandighede het dit egter geblyk dat geeneen van hierdie faktore, gemeet aan die vereiste van die **spesifieke** toepaslikheid daarvan vir die openbare belang, die toepassing van die betrokke beperkende praktyk regverdig nie.
- (d) As 'n algemene uitgangspunt is die Raad van mening dat die kwessie van die lewensvatbaarheid van 'n onderneming 'n saak is waarvoor elke ondernemer self moet besluit. Die Raad sal gevolglik nie sonder meer 'n foutiewe aanname rakende dié aangeleentheid deur 'n ondernemer kondoneer, indien dit teen die openbare belang sou wees nie.

76. Die Raad beveel gevolglik aan dat die Minister vir Administrasie en Ekonomiese Koördinering ingevolge artikel 14 (1) (c) van die Wet teen die beperkende praktyk optree. Daar word, meer bepaald, aanbeveel dat die Minister—

- (a) die beperkende praktyk ingevolge artikel 14 (1) (c) (i) van die Wet onwettig verklaar; en
- (b) kragtens artikel 14 (1) (c) (ii) van die Wet Shell verbied om voort te gaan om 'n party te wees tot 'n ooreenkoms wat die strekking het dat Shell se toestemming vereis word alvorens enige persoon 'n onderneming, soortgelyk aan die te Ultra City Kroonstad, binne die munisipale gebied van Kroonstad mag oprig of bedryf.

VERWYSINGS

- (1) 8 van 1962 (O).
- (2) 88 van 1990.
- (3) **Onderzoek na Beperkende Praktjke en Monopoliesituasies in die Gipsbedryf** (gepubliseer in Goewermmentskennigsewing No. 1178 in *Staatskoerant* No. 11919 van 9 Junie 1989).
- (4) **Magna Alloys and Research Company (SA) (Pty) Ltd v Ellis** 1984 4 SA 874 (A).
- (5) Visser "Vonnisbespreking" 1985 *De Jure* 194 198.
- (6) Kyk Van der Merwe "Die funksie van die reëls ter beskerming van handelsvryheid" 1988 *Tydskrif vir SA Reg* 252 256-259.
- (7) Paragraaf 39.
- (8) 88 van 1990.
- (9) Wiechers **Administratiefreg** (1984) 135; 210-211; en Baxter **Administrative Law** (1984) 419 ev; 432 ev.
- (10) Verslag No. 22 paragraaf 23.
- (11) Kyk paragraaf 12.
- (12) Kyk ook Brunt "'Market definition' issues in Australian and New Zealand trade practices litigation" 1990 *Australian Business Law Review* 86 106.
- (13) Goewermmentskennigsewing No. 2120 in *Staatskoerant* No. 12731 van 3 September 1990.
- (14) Kyk paragraaf 43.
- (15) Kyk Verslag No. 22 paragrafe 29-33.
- (16) Paragraaf 45 hierbo.
- (17) Vgi. Alberts 'n **Administratiefregtelike ondersoek na die regulering van ekonomiese mededinging** LLM-verhandeling UNISA (1990) 304 ev.
- (18) 120 van 1977.
- (19) Kyk byvoorbeeld artikel 2 (1) (b) (ii)-(iv).
- (20) Kyk Goewermmentskennigsewing No. 801 in *Staatskoerant* No. 10211 van 2 Mei 1986.
- (21) **Onderzoek na Samespanning oor Pryse en Voorwaardes, Markverdeling en Tenderpraktjke** (gepubliseer in Goewermmentskennigsewing No. 2251 in *Staatskoerant* No. 9959 van 4 Oktober 1985).
- (22) Paragrafe 362-363 van die verslag.
- (23) Kyk in besonder Hoofstuk VI van die verslag.
- (24) Raad op Mededinging **Tiende Jaarverslag** (1989) paragraaf 4.4.3.
- (25) Raad op Mededinging **Negende Jaarverslag** (1988) paragraaf 4.4.4.
- (26) Paragraaf 2 (d) van bovermelde verbod, vermeld in voetnoot 20.
- (27) Soos reeds gestel by paragraaf 51 hierbo.
- (28) **Onderzoek na Sekere Verkrygings en Beoogde Verkrygings in die Bakkersbedryf** (paragraaf 104) (eie beklemtoning).
- (29) Verslag No. 10 **Onderzoek na Beperkende Praktjke by die Verskaffing en Distribusie van Alkoholiese Drank in die Republiek van Suid-Afrika** paragrafe 1-7.
- (30) Soos omskryf in paragraaf 13 hierbo.
- (31) [1976] 1 CMLR 95 103 (eie beklemtoning).
- (32) **E. W. Wiggings Airways Inc v Massachusetts Port Authority** 362 F 2d 52 (1966).
- (33) **Sun Valley Disposal Co. v Silver State Disposal Co.** 420 F 2d 341 (1969).
- (34) Verslag No. 22 paragraaf 41.
- (35) Paragraaf 20.
- (36) Paragraaf 44.
- (37) 1973 CMLR 199.
- (38) Paragraaf 19 van die hofverslag.
- (39) Paragraaf 27.

DEPARTMENT OF DEVELOPMENT AID**No. 2436****19 October 1990****SETTING APART OF THE TOWN OF INANDA,
DISTRICT OF INANDA**

I, Pieter Gabriel Marais, Deputy Minister of Education and of Development Aid, acting on behalf of and by direction of the Minister of Education and of Development Aid, by virtue of the powers vested in him by section 30 (1) of the Black Administration Act, 1927 (Act No. 38 of 1927) —

(a) hereby change the name of the Town of Inanda Newtown to Inanda;

(b) hereby set apart under the name Inanda the areas of land described in the Schedule hereto as a town for occupation by or for the industrial or business purposes of Black persons; and

(c) hereby repeal —

(i) Government Notice No. R. 799 of 23 April 1982 in so far as it is applicable to the defining and setting apart of the town formerly known as Inanda Newtown;

(ii) Government Notice No. 394 of 27 February 1987, in terms whereof the area formerly known as Inanda Newtown was extended; and

(iii) Government Notice No. 2523 of 13 November 1987 in terms whereof the area formerly known as Ohlanga was set apart as a town.

P. G. MARAIS,

Deputy Minister of Education and of Development Aid.

SCHEDULE

The Town of Inanda shall consist of the following areas of land:

AREA:

1. Inanda, Units A and B

Description:

Beginning at the north-eastern beacon of Subdivision 183 of the farm Piezang Rivier 805; thence north-eastwards along the prolongation of the eastern boundary of the said Subdivision 183 so as to exclude it from this area, to its intersection with the southern boundary of Subdivision 175 of the said farm Piezang Rivier 805; thence generally eastwards along the boundaries of the following properties so as to exclude them from this area, viz the said Subdivision 175, Subdivision 212, Subdivision 213, Subdivision 220, Subdivision 222, Subdivision 216, Subdivision 217, Subdivision 238, Subdivision 239 and Subdivision 236, all of the farm Piezang Rivier 805, to the north-western beacon of Subdivision 358 of the said farm; thence southwards and generally eastwards along the boundaries of the following properties so as to exclude them from this area, viz the said Subdivision 358, Subdivision 357, Subdivision 356, Subdivision 355, Subdivision 354, Subdivision 353, Subdivision 265, Subdivision 328, Subdivision

**DEPARTEMENT VAN ONTWIKKELINGS-
HULP****No. 2436****19 Oktober 1990****AFSONDERING VAN DIE DORP INANDA,
DISTRIK INANDA**

Ek, Pieter Gabriel Marais, Adjunk-minister van Onderwys en van Ontwikkelingshulp, handelende namens en in opdrag van die Minister van Onderwys en van Ontwikkelingshulp, kragtens die bevoegdheid hom verleen by artikel 30 (1) van die Swart Administrasie Wet, 1927 (Wet No. 38 van 1927) —

(a) verander hierby die naam van die dorp Inanda Newtown na Inanda;

(b) sonder hierby onder die naam Inanda, die grondgebiede omskryf in die Bylae hiervan af as 'n dorp vir die bewoning deur vir die nywerheids- of besigheidsdoeleindes van Swart persone; en

(c) herroep hierby —

(i) Goewermentskenningsgewing No. R. 799 van 23 April 1982 in soverre dit betrekking het op die bepaling en afsondering van die dorp voorheen bekend as Inanda Newtown;

(ii) Goewermentskenningsgewing No. 394 van 27 Februarie 1987, waarkragtens die gebied voorheen bekend as Inanda Newtown as 'n dorp uitgebrei is; en

(iii) Goewermentskenningsgewing No. 2523 van 13 November 1987, waarkragtens die gebied voorheen bekend as Ohlanga as 'n dorp afgesonder is.

P. G. MARAIS,

Adjunk-minister van Onderwys en van Ontwikkelingshulp.

BYLAE

Die dorp Inanda bestaan uit die volgende grondgebiede:

GEBIED:

1. Inanda, Eenhede A en B

Omskrywing:

Begin by die noordoostelike baken van Onderverdeling 183 van die plaas Piezang Rivier 805; daarvandaan noordooswaarts met die verlenging van die oostelike grens van genoemde Onderverdeling 183 langs, sodat dit uit hierdie gebied uitgesluit word, tot waar dit die suidelike grens van Onderverdeling 175 van genoemde plaas Piezang Rivier 805 sny; daarvandaan algemeen ooswaarts met die grense van die volgende eiendom langs sodat hulle uit hierdie gebied uitgesluit word: Genoemde Onderverdeling 175, Onderverdeling 212, Onderverdeling 213, Onderverdeling 220, Onderverdeling 222, Onderverdeling 216, Onderverdeling 217, Onderverdeling 238, Onderverdeling 239 en Onderverdeling 236, almal van die plaas Piezang Rivier 805 tot by die noordwestelike baken van Onderverdeling 358 van genoemde plaas; daarvandaan suidwaarts en algemeen ooswaarts met die grense van die volgende eiendom langs sodat hulle uit hierdie gebied uitgesluit word: Genoemde Onderverdeling

265, Subdivision 297 and Subdivision 182, all of the farm Piezang Rivier 805, to the north-western beacon of Subdivision 85 of the said farm; thence southwards and south-westwards along the boundaries of the following properties so as to exclude them from this area, viz the said Subdivision 85, Subdivision 268 and Subdivision 3, all of the farm Piezang Rivier 805, to the common beacon of the said Subdivision 3, Subdivision 4 and Subdivision 99 of the said farm; thence northwards and generally westwards along the boundaries of the following properties so as to exclude them from this area, viz the said Subdivision 99, Subdivision 98 and Subdivision 97 of the farm Piezang Rivier 805, to the intersection of the northernmost boundary of Subdivision 97 and the eastern boundary of Subdivision 43 of the said farm; thence north-eastwards along the boundaries of the following properties so as to exclude them from this area, viz the said Subdivision 43, Subdivision 55, Subdivision 14, Subdivision 16, Subdivision 243, Subdivision 18, Subdivision 19 and Subdivision 183 of the said farm, to the north-eastern beacon of the lastmentioned Subdivision, the point of beginning.

AREA:

2. Inanda, Unit C

Description:

Beginning at the north-western beacon of Subdivision 36 of the farm Piezang Rivier 805; thence eastwards along the northern boundary of the said Subdivision 36, so as to include it within this area, to its intersection with the Main Road (No. 93) between Inanda and Durban; thence generally south-eastwards along this main road excluding it from this area to its intersection with the eastern boundary of Subdivision 36 of the farm Piezang Rivier 805; thence southwards and westwards along the boundaries of the following properties so as to include them into this area, viz Subdivision 36, Subdivision 347, Subdivision 346, Subdivision 345, Subdivision 344, Subdivision 36, Subdivision 336, Subdivision 335, Subdivision 334, Subdivision 333 and Subdivision 36, all of the farm Piezang Rivier 805, to the south-western beacon of the last-mentioned subdivision; thence northwards along the western boundary of the said Subdivision 36, to its north-western beacon, the point of beginning.

358, Onderverdeling 357, Onderverdeling 356, Onderverdeling 355, Onderverdeling 354, Onderverdeling 353, Onderverdeling 265, Onderverdeling 328, Onderverdeling 265, Onderverdeling 297 en Onderverdeling 182, almal van die plaas Piezang Rivier 805, tot by die noordwestelike baken van Onderverdeling 85 van genoemde plaas; daarvandaan suidwaarts en suidweswaarts met die grense van die volgende eiendomme langs sodat hulle uit hierdie gebied uitgesluit word: Genoemde Onderverdeling 85, Onderverdeling 268 en Onderverdeling 3, almal van die plaas Piezang Rivier 805, tot by die gemeenskaplike baken van genoemde Onderverdeling 3, Onderverdeling 4 en Onderverdeling 99 van genoemde plaas; daarvandaan noordwaarts en algemeen weswaarts met die grense van die volgende eiendomme langs sodat hulle uit hierdie gebied uitgesluit word: Genoemde Onderverdeling 99, Onderverdeling 98 en Onderverdeling 97 van genoemde plaas, tot waar die noordelike grens van Onderverdeling 97 die oostelike grens van Onderverdeling 43 van genoemde plaas sny; daarvandaan noordooswaarts met die grense van die volgende eiendomme langs sodat hulle uit hierdie gebied uitgesluit word: Genoemde Onderverdeling 43, Onderverdeling 55, Onderverdeling 14, Onderverdeling 16, Onderverdeling 243, Onderverdeling 18, Onderverdeling 19 en Onderverdeling 183 van genoemde plaas, tot by die noordoostelike baken van laasgenoemde Onderverdeling, die beginpunt.

GEBIED:

2. Inanda, Eenheid C

Omskrywing:

Begin by die noordwestelike baken van Onderverdeling 36 van die plaas Piezang Rivier 805; daarvandaan ooswaarts langs die noordelike grens van genoemde Onderverdeling 36 om dit by hierdie gebied in te sluit, tot waar dit die Hoofpad (No. 93) tussen Inanda en Durban sny; daarvandaan algemeen suid-ooswaarts met genoemde hoofpad sodat dit van hierdie gebied uitgesluit word tot waar dit die oostelike grens van Onderverdeling 36 van die plaas Piezang Rivier sny; daarvandaan suidwaarts en weswaarts met die grens van die volgende eiendomme langs sodat hulle by hierdie gebied ingesluit word: Genoemde Onderverdeling 36, Onderverdeling 347, Onderverdeling 346, Onderverdeling 345, Onderverdeling 344, Onderverdeling 36, Onderverdeling 336, Onderverdeling 335, Onderverdeling 334, Onderverdeling 333 en Onderverdeling 36, almal van die plaas Piezang Rivier 805, tot by die suidwestelike baken van die laasgenoemde onderverdeling; daarvandaan noordwaarts met die westelike grens van genoemde Onderverdeling 36, tot by sy noordwestelike baken, die beginpunt.

AREA:

3. Inanda, Unit B Extension*Description:*

Beginning at the north-western beacon of Subdivision 281 (of 2) of the farm Piezang Rivier 805; thence generally eastwards and southwards along the northern and eastern boundaries of the said Subdivision 281 (of 2) of the farm Piezang Rivier 805, so as to include it in this area, to the point where the eastern boundary of the said Subdivision 281 (of 2) of the farm Piezang Rivier 805 intersects the middle of the Piezang River; thence generally southwards along the middle of the Piezang River to the point where it first intersects the south-western boundary of Subdivision 281 (of 2) of the farm Piezang Rivier 805; thence generally north-westwards and north-eastwards along the boundaries of the following farms, so as to include them in this area: The said Subdivision 281 (of 2) of the farm Piezang Rivier 805 and Subdivision 282 (of 3) of the farm Piezang Rivier 805 to the north-western beacon of Subdivision 281 (of 2) of the farm Piezang Rivier 805, the point of beginning.

AREA:

4. Inanda, Unit C Extension*Description:*

Beginning at the point where the eastern boundary of Subdivision 281 (of 2) of the farm Piezang Rivier 805 intersects the middle of the Piezang River; thence generally south-eastwards along the middle of the Piezang River to the point where it intersects the southern boundary of Subdivision 281 (of 2) of the farm Piezang Rivier 805; thence generally westwards along the southern and south-western boundaries of the said Subdivision 281 (of 2) of the farm Piezang Rivier 805, so as to include it in this area, to the point where the south-western boundary of the said Subdivision 281 (of 2) of the farm Piezang Rivier 805, first intersects the middle of the Piezang River; thence generally northwards along the middle of the Piezang River to the point where it intersects the eastern boundary of Subdivision 281 (of 2) of the farm Piezang Rivier 805, the point of beginning.

AREA:

5. Inanda (Ohlanga)*Description:*

The following properties, being subdivisions of the farm Piezang Rivier 805, situate in the District of Inanda, Province of Natal, as shown on diagrams approved by the Surveyor-General, Natal and filed in his office:

(a) Subdivision 91 (of 66), in extent 44,0197 hectares (Diagram SV 436/98).

GEBIED:

3. Inanda, Eenheid B Uitbreiding*Omskrywing:*

Begin by die noordwestelike baken van Onderverdeling 281 (van 2) van die plaas Piezang Rivier 805; daarvandaan algemeen ooswaarts en suidwaarts met die noordelike en oostelike grense van genoemde Onderverdeling 281 (van 2) van die plaas Piezang Rivier 805 langs, sodat dit by hierdie gebied ingesluit word, tot by die punt waar die oostelike grens van genoemde Onderverdeling 281 (van 2) van die plaas Piezang Rivier 805 die middel van die Piezangrivier kruis; daarvandaan algemeen suidwaarts met die middel van Piezangrivier langs tot by die punt waar dit vir die eerste keer die suidwestelike grens van Onderverdeling 281 (van 2) van die plaas Piezang Rivier 805 kruis; daarvandaan algemeen noordweswaarts en noordooswaarts met die grense van die volgende plase langs sodat dit by hierdie gebied ingesluit word: Genoemde Onderverdeling 281 (van 2) van die plaas Piezang Rivier 805 en Onderverdeling 282 (van 3) van die plaas Piezang Rivier 805, tot by die noordwestelike baken van Onderverdeling 281 (van 2) van die plaas Piezang Rivier 805, die beginpunt.

GEBIED:

4. Inanda, Eenheid C Uitbreiding*Omskrywing:*

Begin by die punt waar die oostelike grens van Onderverdeling 281 (van 2) van die plaas Piezang Rivier 805 die middel van die Piezangrivier kruis; daarvandaan algemeen suidooswaarts met die middel van die Piezangrivier langs tot by die punt waar dit die suidelike grens van Onderverdeling 281 (van 2) van die plaas Piezang Rivier 805 kruis; daarvandaan algemeen weswaarts met die suidelike en suidwestelike grense van genoemde Onderverdeling 281 (van 2) van die plaas Piezang Rivier 805 langs, sodat dit by hierdie gebied ingesluit word, tot by die punt waar die suidwestelike grens van genoemde Onderverdeling 281 (van 2) van die plaas Piezang Rivier 805 vir die eerste keer die middel van die Piezangrivier kruis; daarvandaan algemeen noordwaarts met die middel van die Piezangrivier langs tot by die punt waar dit die oostelike grens van Onderverdeling 281 (van 2) van die plaas Piezang Rivier 805 kruis, die beginpunt.

GEBIED:

5. Inanda (Ohlanga)*Omskrywing:*

Die volgende eiendomme, synde onderverdelings van die plaas Piezang Rivier 805, geleë in die distrik Inanda, provinsie Natal, soos getoon op kaarte wat deur die Landmeter-generaal, Natal, goedgekeur is en in sy kantoor bewaar word:

(a) Onderverdeling 91 (van 66), groot 44,0197 hektaar (Kaart SV 436/98).

(b) Subdivision 49 (of 10), in extent 20,2343 hectares (Diagram SV 305/27).

(c) Remainder of Subdivision 10 (of 7), in extent 60,7029 hectares (Diagram SV 163/2).

(d) Subdivision 388, in extent 40,4686 hectares (Diagram SG 1726/1963).

AREA:

6. Inanda (Goqokazi)

Description:

Certain portion of land, in extent 302, 9764 hectares, situate on the farm Groeneberg No. 844, Administration District of Natal, Province of Natal, as shown on Proclamation Diagram PB 207/1990, approved by the Director-General of Development Aid and filed in his office, copies of which are available in the office of the town manager of the town concerned.

(b) Onderverdeling 49 (van 10), groot 20,2343 hektaar (Kaart SV 305/27).

(c) Restant van Onderverdeling 10 (van 7), groot 60,7029 hektaar (Kaart SV 163/2).

(d) Onderverdeling 388, groot 40,4686 hektaar (Kaart LG 1726/1963).

GEBIED:

6. Inanda (Goqokazi)

Omskrywing:

Sekere stuk grond, groot 302,9764 hektaar, geleë op die plaas Groeneberg No. 844, administrasiedistrik Natal, provinsie Natal, soos getoon op Proklamasiekaart PB 207/1990, wat deur die Direkteur-generaal van Ontwikkelingshulp goedgekeur is en in sy kantoor bewaar word en waarvan daar afskrifte beskikbaar is in die kantoor van die dorpsbestuurder van die betrokke dorp.

DEPARTMENT OF FINANCE

No. 2415

19 October 1990

Statement of Receipts into and Transfers from the Exchequer Account for the period 1 April 1990 to 30 September 1990.

Treasury, Pretoria.

DEPARTEMENT VAN FINANSIES

No. 2415

19 Oktober 1990

Staat van Ontvangste in en Oordragte uit die Skatkisrekening vir die tydperk 1 April 1990 tot 30 September 1990.

Tesourie, Pretoria.

RECEIPTS—ONTVANGSTE

Head of Revenue	Inkomstehoof	Month of September Maand September		Total 1 April to 30 September Totaal 1 April tot 30 September	
		1990	1989	1990	1989
		R	R	R	R
Exchequer Balance, 31 March 1990	Skatkissaldo, 31 Maart 1990	—	—	6 555 825 840	—
Exchequer Balance, 31 August 1990	Skatkissaldo, 31 Augustus 1990	7 275 188 309	—	—	—
State Revenue Account	Staatsinkomsterekening				
Inland Revenue	Binnelandse Inkomste	6 105 097 507	5 185 014 123	29 098 063 109	24 493 475 308
Customs and Excise	Doeane en Aksyns	941 395 152	881 953 931	4 173 049 815	4 342 849 206
	R	7 046 492 659	6 066 968 054	33 271 112 924	28 836 324 514
South African Development Trust Fund	Suid-Afrikaanse Ontwikkelingstrust-fonds	23 535 302	36 831 393	30 160 336	39 857 211
	R	23 535 302	36 831 393	30 160 336	39 857 211
	R	7 070 027 961	6 103 799 447	33 301 273 260	28 876 181 725
Other Receipts	Ander Ontvangste				
Treasury Bills	Skatkisbiljette	3 792 452 001	—	15 105 402 001	—
Loan levy 1989-94	Leningsheffing 1989-94	—	—	138 645	—
Bonds:	Obligasies:				
Indefinite Period Exchequer Bonds ..	Onbepaalde Termyn Skatkis-obligasies	212 000	—	3 829 800	—
Indefinite Period National Defence Bonds	Onbepaalde Termyn Nasionale Verdedigingsobligasies	77 900	—	1 200 150	—
Internal Registered Stocks:	Binnelandse Geregistreerde Effekte:				
Floating Rate	Wisselende koers	—	—	24 482 534	—
12%, 2004/5/6	12%, 2004/5/6	184 000 000	—	7 393 000 000	—
		(44 481 000)	—	(1 802 362 000)	—
12,5%, 1995-1996	12,5%, 1995-1996	8 000 000	—	1 458 435 684	—
		(1 166 000)	—	(203 028 000)	—
11,5%, 1999/2000	11,5%, 1999/2000	96 000 000	—	534 787 232	—
		(23 040 000)	—	(115 864 000)	—

Head of Revenue	Inkomstehoof	Month of September Maand September		Total 1 April to 30 September Totaal 1 April tot 30 September	
		1990	1989	1990	1989
		R	R	R	R
13%, 2009/10/11	13%, 2009/10/11	23 000 000	—	231 000 000	—
		(4 692 000)	—	(46 668 000)	—
14,5%, 1993	14,5%, 1993	—	—	374 222 921	—
Foreign Loans and Credits:	Buitelandse Lenings en Kredite:				
1990-93	1990-93	—	—	94 482 237	—
Fixed Statutory Allocations, 1989-90 ..	Vasgestelde Statutêre Toewysings, 1989-90 ..	—	—	2 033 868	—
Surrenders, 1987-88	Terugstortings, 1987-88	—	—	8 500 000	—
Surrenders, 1988-1989	Terugstorting, 1988-1989	—	—	76 209	—
Surrenders, 1989-90	Terugstortings, 1989-90	97 831 382	—	137 821 120	—
	R	4 201 573 283	—	25 369 412 401	—
*Less Discount RSA Stocks	*Min Diskonto RSA Effekte	73 379 000	—	2 167 922 000	—
	R	4 128 194 283	—	23 201 490 401	—
	R	11 198 222 244	—	56 502 763 661	—
Revenue Account: House of Assembly	Inkomsterekening: Volksraad				
Inland Revenue	Binnelandse Inkomste	1 090 903	23 715 011	43 088 079	104 556 579
Transfer from State Revenue Account ..	Oorplasing vanaf Staatsinkomsterekening ..	673 633 000	523 901 000	4 184 622 000	3 527 575 000
	R	674 723 903	547 616 011	4 227 710 079	3 632 131 579
Revenue Account: House of Representatives	Inkomsterekening: Raad van Verteenwoordigers				
Inland Revenue	Binnelandse Inkomste	6 393 989	2 455 616	16 298 088	12 924 251
Transfer from State Revenue Account ..	Oorplasing vanaf Staatsinkomsterekening ..	258 898 000	220 948 000	1 788 796 000	1 383 896 000
	R	265 291 989	223 403 616	1 805 094 088	1 396 820 251
Revenue Account: House of Delegates	Inkomsterekening: Raad van Afgevaardigdes				
Inland Revenue	Binnelandse Inkomste	1 073 048	469 855	2 248 735	1 700 705
Transfer from State Revenue Account ..	Oorplasing vanaf Staatsinkomsterekening ..	125 000 000	113 500 000	651 000 000	539 000 000
Surrenders, 1988-89	Terugstortings, 1988-89	—	29 679 699	—	29 679 699
	R	126 073 048	143 649 554	653 248 735	570 380 404
Account for Provincial Services: Cape	Rekening vir Provinsiale Dienste: Kaap				
Provincial Revenue	Provinsiale inkomste	—	—	—	39 566 360
Transfer from State Revenue Account ..	Oorplasing van Staatsinkomsterekening ..	337 750 000	239 000 000	1 636 460 714	1 336 000 000
	R	337 750 000	239 000 000	1 636 460 714	1 375 566 360
Account for Provincial Services: Natal	Rekening vir Provinsiale Dienste: Natal				
Provincial revenue	Provinsiale inkomste	—	—	—	34 077 261
Transfer from State Revenue Account ..	Oorplasing vanaf Staatsinkomsterekening ..	89 000 000	87 000 000	945 380 285	807 000 000
	R	89 000 000	87 000 000	945 380 285	841 077 261
Account for Provincial Services: Orange Free State	Rekening vir Provinsiale Dienste: Oranje-Vrystaat				
Provincial revenue	Provinsiale inkomste	—	—	—	10 950 021
Transfer from State Revenue Account ..	Oorplasing vanaf Staatsinkomsterekening ..	70 000 000	73 000 000	466 191 332	448 000 000
	R	70 000 000	73 000 000	466 191 332	458 950 021
Account for Provincial Services: Transvaal	Rekening vir Provinsiale Dienste: Transvaal				
Provincial revenue	Provinsiale inkomste	—	—	—	90 442 955
Transfer from State Revenue Account ..	Oorplasing vanaf Staatsinkomsterekening ..	270 800 000	273 657 400	1 989 877 427	1 582 072 600
	R	270 800 000	273 657 400	1 989 877 427	1 672 515 555
	R	13 031 861 184	—	68 226 726 321	—
Total (including Opening Balance)	Totaal (insluitende Aanvangsaldo) R	20 307 049 493	—	74 782 552 161	—

ISSUES—UITBETALINGS

Services	Dienste	Estimate Begroting 1990/91 R	Month of September Maand September		Total 1 April to 30 September Totaal 1 April tot 30 September	
			1990 R	1989 R	1990 R	1989 R
State Revenue Account	Staatsinkomste rekening					
Votes	Begrotingsposte					
1. State President	Staatspresident	15 905 000	1 300 000	1 630 000	7 900 000	8 896 000
Statutory Amount	Statutêre Bedrag	205 000	17 000	—	102 000	74 000
2. Parliament	Parlement	36 903 000	4 458 000	4 298 000	21 878 000	17 918 000
Statutory Amount	Statutêre Bedrag	20 562 000	2 600 000	1 700 000	13 130 000	10 210 000
3. Bureau for Information	Buro vir Inligting	41 354 000	3 500 000	6 000 000	17 500 000	25 985 000
4. Foreign Affairs	Buitelandse Sake	3 831 487 000	290 000 000	273 000 000	1 740 000 000	1 622 000 000
Statutory Amount	Statutêre Bedrag	1 982 000	166 000	117 000	996 000	701 000
5. Constitutional Development Service	Staatkundige Ontwikkelingsdiens	14 460 000	1 205 000	—	7 230 000	—
6. National Education	Nasionale Opvoeding	204 987 000	11 000 000	10 000 000	135 000 000	75 000 000
7. Defence	Weermag	10 070 995 000	830 000 000	760 000 000	4 113 000 000	4 550 000 000
8. Mineral and Energy Affairs	Mineraal- en Energiesake	1 133 610 000	110 000 000	66 484 000	678 445 360	395 025 436
9. Office for Privatisation	Kantoor vir Privatisering	2 563 000	215 000	—	1 290 000	—
10. Justice	Justisie	430 873 000	50 000 000	27 000 000	246 500 000	173 900 000
Statutory Amount	Statutêre Bedrag	28 635 000	4 500 000	3 200 000	21 100 000	22 856 000
11. Prisons	Gevangenis	878 166 000	96 200 000	65 500 000	514 700 000	393 152 000
12. Administration: House of Assembly	Administrasie: Volksraad	7 657 253 000	673 633 000	523 901 000	4 184 622 000	3 527 575 000
13. Finance	Finansies	1 140 680 000	110 254 000	91 471 000	622 831 998	637 858 000
Statutory Amount	Statutêre Bedrag	11 337 313 000 (3 170 000 000)	606 128 000 (73 379 000)	1 698 720 000 (561 332 000)	7 916 662 000 (2 167 922 000)	6 961 403 000 (2 086 110 000)
14. Audit	Oudit	1 000	—	—	—	—
15. Manpower	Mannekrag	328 061 000	55 000 000	15 000 000	184 000 000	103 000 000
16. Administration: House of Representatives	Administrasie: Raad van Verteenwoordigers	3 245 384 000	258 898 000	220 948 000	1 788 796 000	1 383 896 000
17. Administration: House of Delegates	Administrasie: Raad van Afgevaardigdes	1 171 772 000	125 000 000	113 500 000	651 000 000	539 000 000
18. Police	Polisie	3 027 690 000	400 000 000	200 000 000	1 909 200 000	1 392 708 000
19. Environment Affairs	Omgewingsake	177 940 000	14 536 000	13 390 000	90 744 000	80 250 000
20. Water Affairs	Waterwese	351 633 000	29 000 000	25 000 000	175 000 000	163 000 000
21. Trade and Industry	Handel en Nywerheid	2 275 224 000	164 000 000	84 000 000	1 007 000 000	521 500 000
22. Development Aid	Ontwikkelingshulp	5 235 863 000	443 864 000	360 448 500	2 572 672 000	2 288 383 000
Statutory Amount	Statutêre Bedrag	601 820 000	50 152 000	46 975 000	300 912 000	281 780 000
23. Education and Training	Onderwys en Opleiding	2 536 823 000	309 000 000	180 000 000	1 521 000 000	1 022 000 000
24. Home Affairs	Binnelandse Sake	241 157 000	20 000 000	12 000 000	76 000 000	72 000 000
25. Transport	Vervoer	1 508 179 000	121 000 000	165 000 000	739 000 000	557 000 000
26. Public Works and Land Affairs	Openbare Werke en Grondsake	1 893 829 000	150 000 000	131 000 000	859 000 000	835 000 000
27. National Health and Population Development	Nasionale Gesondheid en Bevolkingsontwikkeling	719 410 000	40 000 000	205 000 000	341 000 000	1 518 000 000
Statutory Amount	Statutêre Bedrag	600 000	—	35 000	225 000	210 000
28. Planning and Provincial Affairs	Beplanning en Provinsiale Sake	408 168 000	34 000 000	90 000 000	202 000 000	508 000 000
Statutory Amount	Statutêre Bedrag	8 418 263 000	767 550 000	672 657 400	4 850 558 000	4 173 072 600
29. Agriculture Economics and Marketing	Landbou-ekonomie en -bemarking	302 014 000	25 000 000	24 000 000	192 000 000	144 000 000
30. Commission for Administration	Kommissie vir Administrasie	407 337 000	33 190 000	23 260 000	208 196 000	221 830 000
31. Improvement of Conditions of Service	Verbetering van Diensvoorwaardes	1 921 474 000	88 675 626	—	88 675 626	—
Statutory Amount	Statutêre Bedrag	311 456 000	—	—	—	—
*Less Discount R.S.A. Stocks ..	*Min Diskonto R.S.A. Effekte ..	R 71 932 031 000 3 170 000 000	5 924 041 626 73 379 000	6 115 234 900 561 332 000	37 999 865 984 2 167 922 000	34 227 183 036 2 086 110 000
		R 68 762 031 000	5 850 662 626	5 553 902 900	35 831 943 984	32 141 073 036
Standing Appropriations	Staande Toewysings					
South African Development Trust Fund	Suid-Afrikaanse Ontwikkelingsstrustfonds	60 000 000	23 535 302	36 831 393	30 160 336	39 857 211
Sorghum Beer Research Fund	Fonds vir Sorghumbiernavorsing	1 200 000	—	—	—	—
		R 61 200 000	23 535 302	36 831 393	30 160 336	39 857 211
		R 68 823 231 000	5 874 197 928	5 590 734 293	35 862 104 320	32 180 930 247
Other Issues	Ander Uitbetalings					
Treasury Bills	Skatkisbiljette	—	3 286 850 000	—	13 880 926 000	—
Tax Redemption Certificates ..	Belastingdelgingsertifikaat	—	150	—	154	—
Loan Levy	Leningsheffing	—	42 375	—	209 362	—
Payments in terms of section 1 (1) (d) of FIN. Act 1990 ..	Betaling Ingevolge Art. 1 (1) (d) van FIN. Wet 1990 ..	—	—	—	2 000 000 000	—

Services	Dienste	Estimate Begroting 1990/91	Month of September Maand September		Total 1 April to 30 September Totaal 1 April tot 30 September	
			1990	1989	1990	1989
Currency Subscription, I.D.A. ...	Betaalmiddele Bydrae, I.D.A.	R —	R —	R —	R 992 000	R —
Payments in terms of section 10 (1) (d) of Act No. 66 of 1975	Betaling Ingevolge artikel 10 (1) (d) Wet No. 66 van 1975	—	—	—	15 720 098	—
I.M.F.: Valuation Adjustment ...	I.M.F.: Valuta Aanpassing	—	—	—	841	—
Requisition for Funds in terms of section 10 (1) (e) of Exchequer Act	Aanvraag van Fondse ingevolge artikel 10 (1) (e) van Skatkwet	—	—	—	374 311	—
Bonds:	Obligasies:					
Indefinite Period Exchequer Bonds	Onbepaalde Termyn Skatkis-obligasies	—	394 000	—	1 132 000	—
Indefinite Period National Defence Bonds	Onbepaalde Termyn Nasionale Verdedigings-obligasies	—	2 889 350	—	22 590 100	—
Indefinite Period Senior Citizens Savings Bonds	Onbepaalde Termyn Senior Burger Spaarobligasies	—	8 946 800	—	81 327 000	—
Internal Registered Stock:	Binnelandse Geregi- streerde Effekte:					
Floating Rate	Wisselende Koers	—	—	—	14 789 282	—
11%, 1997	11%, 1997	—	—	—	54 443 066	—
9,75% 1994	9,75% 1994	—	—	—	99 130	—
10,75% 1999	10,75% 1999	—	—	—	678 850	—
13% 2002 (63)	13% 2002 (63)	—	—	—	99 000	—
14,5% 2006	14,5% 2006	—	—	—	7 024 500	—
13,5% 1996	13,5% 1996	—	—	—	384 570 000	—
9,5% 1990	9,5% 1990	—	—	—	1 283 979 800	—
6,5% 1994	6,5% 1994	—	—	—	2 423 300	—
13% 2005	13% 2005	—	—	—	20 179 450	—
14% 1997	14% 1997	—	—	—	200 000	—
15% 2007	15% 2007	—	—	—	1 105 400	—
9,8% 2001	9,8% 2001	—	—	—	34 000	—
10% 2000	10% 2000	—	—	—	135 482	—
11% 1998	11% 1998	—	—	—	1 355 700	—
11,5% 2001	11,5% 2001	—	—	—	30 000	—
12,5% 2003	12,5% 2003	—	—	—	3 476 500	—
13% 2002 (61)	13% 2002 (61)	—	—	—	158 334	—
9,375% 2004	9,375% 2004	—	—	—	133 000	—
8,125% 1996	8,125% 1996	—	—	—	17 334	—
15,5% 1990	15,5% 1990	—	1 800 000 000	—	1 800 000 000	—
10,25% 2000	10,25% 2000	—	25 000	—	25 000	—
Foreign Loans and Credits:	Buitelandse Lenings en Kredite:					
1988-91	1988-91	—	—	—	23 102 840	—
1990-99	1990-99	—	—	—	561 380	—
1983-85	1983-85	—	—	—	650 598	—
1982	1982	—	—	—	942 196	—
1983-87	1983-87	—	—	—	2 629 370	—
1982-86	1982-86	—	—	—	434 425	—
1982-86	1982-86	—	—	—	47 574	—
1989-90	1989-90	—	—	—	361 834	—
1984-90	1984-90	—	—	—	50 885 406	—
1982-87	1982-87	—	—	—	19 679 229	—
1989-92	1989-92	—	—	—	30 114 068	—
Issues, 1989-90	Uitbetalings, 1989-90	—	—	—	41 859 278	—
Issues, 1987-88	Uitbetalings, 1987-88	—	193 849	—	193 849	—
	R	—	5 099 341 524	—	19 749 691 041	—
Total State Revenue Account ..	Totaal Staatsinkomsterekening..... R	—	10 973 539 452	—	55 611 795 361	—
Revenue Account: House of Assembly.....	Inkomsterekening: Volksraad..... R	—	673 633 000	523 901 000	4 184 622 000	3 527 575 000
Revenue Account: House of Representatives.....	Inkomsterekening: Raad van Verteenwoordigers..... R	—	258 898 000	220 948 000	1 788 796 000	1 383 896 000
Revenue Account: House of Delegates.....	Inkomsterekening: Raad van Afgevaardigdes..... R	—	125 000 000	113 500 000	651 000 000	539 000 000
Account for Provincial Services: Cape	Rekening vir Provinsiale Dienste: Kaap R	—	337 750 000	239 000 000	1 636 460 714	1 375 566 360
Account for Provincial Services: Natal	Rekening vir Provinsiale Dienste: Natal R	—	89 000 000	87 000 000	945 380 285	841 077 261
Account for Provincial Services: Orange Free State	Rekening vir Provinsiale Dienste: Oranje Vrystaat..... R	—	70 000 000	73 000 000	466 191 333	458 950 021
Account for Provincial Services: Transvaal.....	Rekening vir Provinsiale Dienste: Transvaal..... R	—	270 800 000	273 657 400	1 989 877 427	1 672 515 555
	R	—	1 825 081 000	1 531 006 400	11 662 327 759	9 798 580 197
Totals.....	Totale..... R	—	12 798 620 452	—	67 274 123 120	—
Exchequer Balance, 30 September 1990	Skatkissaldo, 30 September 1990	R —	7 508 429 041	—	7 508 429 041	—
Totals.....	Totale..... R	—	20 307 049 493	—	74 782 552 161	—

No. 2417 19 October 1990

16 PER CENT LOAN LEVY, 1994.—CERTIFICATE 1285 FOR R88 300 000 ISSUED IN FAVOUR OF CLAYLASTIC SALES (PTY) LTD

Application having been made to the Department of Finance for a duplicate of the above-mentioned certificate, the original having been lost or mislaid, notice is hereby given that unless the original certificate is produced at the Department of Finance, Private Bag X115, Pretoria, within four weeks from the date of publication of this notice, a duplicate as applied for, will be issued.

No. 2418 19 October 1990

10 PER CENT INTERNAL REGISTERED STOCK, 1991.—CERTIFICATE 3307 FOR R1 800 000 ISSUED IN FAVOUR OF UBS GROUP PENSION FUNDS

Application having been made to the Department of Finance for a duplicate of the above-mentioned certificate, the original having been lost or mislaid, notice is hereby given that unless the original certificate is produced at the Department of Finance, Private Bag X115, Pretoria, within four week from the date of publication of this notice, a duplicate as applied for, will be issued.

No. 2454 19 October 1990

The Department of Finance announces hereby that transfer documents in respect of the undermentioned Republic of South Africa Internal registered Stocks must be lodged with the Office of this Department at 301 Abattoir House, 50 Hamilton Street, Arcadia, Pretoria, **not later than 30 October 1990** to qualify for the interest payment on 30 November 1990.

The registration of transfer documents thus handed in will be finalised on 9 November 1990 whereafter the registers will be closed until the date of the interest payment.

Internal Registered Stock, 12,50 Per Cent, 1995/6 (R144).

Internal Registered Stock, 11,50 Per Cent, 1999/2000 (R147).

Internal Registered Stock, 13,50 Per Cent, 1996 (R142).

No. 2455 19 October 1990

16 PER CENT LOAN LEVY, 1994.—CERTIFICATE 12299 FOR R5 500 ISSUED IN FAVOUR OF EMESS SILVERWARE (EDMS.) BPK.

Application having been made to the Department of Finance for a duplicate of the above-mentioned certificate, the original having been lost or mislaid, notice is hereby given that unless the original certificate is produced at the Department of Finance, Private Bag X115, Pretoria, within four weeks from the date of publication of this notice, a duplicate as applied for, will be issued.

No. 2417 19 Oktober 1990

16 PERSENT LENINGSHEFFING, 1994.—SERTIFIKAAT 1285 VIR R88 300 000 UITGEREIK TEN GUNSTE VAN "CLAYLASTIC SALES (PTY) LTD"

Aangesien daar by die Departement van Finansies aansoek gedoen is om 'n duplikaat van bovermelde sertifikaat wat verloor of verlê is, word hierby bekendgemaak dat tensy die oorspronklike sertifikaat binne vier weke na die datum van publikasie van hierdie kennisgewing by die Departement van Finansies, Privaatsak X115, Pretoria, ingelewer word, die verlangde duplikaat uitgereik sal word.

No. 2418 19 Oktober 1990

10 PERSENT BINNELANDSE GEREGISTREERDE EFFEKTE, 1991.—SERTIFIKAAT 3307 VIR R1 800 000 UITGEREIK TEN GUNSTE VAN "UBS GROUP PENSION FUND"

Aangesien daar by die Departement van Finansies aansoek gedoen is om 'n duplikaat van bovermelde sertifikaat wat verloor of verlê is, word hierby bekendgemaak dat tensy die oorspronklike sertifikaat binne vier weke na die datum van publikasie van hierdie kennisgewing by die Departement van Finansies, Privaatsak X115, Pretoria, ingelewer word, die verlangde duplikaat uitgereik sal word.

No. 2454 19 Oktober 1990

Die Departement van Finansies maak hiermee bekend dat oordragdokumente ten opsigte van die ondergemelde Republiek van Suid-Afrika Binnelandse Geregistreerde Effekte **nie later nie as 30 Oktober 1990** by die Departement se kantoor te Abbattoirhuis 301, Hamiltonstraat 50, Arcadia, Pretoria, ingelewer moet wees ten einde vir die rentebetaling op 30 November 1990 te kwalifiseer.

Die registrasie van oordragte aldus ingehandig sal op 9 November 1990 gefinaliseer word waarna die registers tot die dag van rentebetaling gesluit sal wees.

Binnelandse Geregistreerde Effekte, 12,50 Persent 1995/6 (R144).

Binnelandse Geregistreerde Effekte, 11,50 Persent 1999/2000 (R147).

Binnelandse Geregistreerde Effekte, 13,50 Persent 1996 (R142).

No. 2455 19 Oktober 1990

16 PERSENT LENINGSHEFFING 1994.—SERTIFIKAAT 12299 VIR R5 500 UITGEREIK TEN GUNSTE VAN EMESS SILVERWARE (EDMS.) BPK.

Aangesien daar by die Departement van Finansies aansoek gedoen is om 'n duplikaat van bovermelde sertifikaat wat verloor of verlê is, word hierby bekendgemaak dat tensy die oorspronklike sertifikaat binne vier weke na die datum van publikasie van hierdie kennisgewing by die Departement van Finansies, Privaatsak X115, Pretoria, ingelewer word, die verlangde duplikaat uitgereik sal word.

DEPARTMENT OF FOREIGN AFFAIRS

No. 2452

19 October 1990

RECOGNITION GRANTED AS CONSUL

It is hereby notified that Mrs Patricia D. Hughes has, with effect from 20 August 1990, been granted recognition as Consul of the United States of America in Cape Town, with the Province of the Cape of Good Hope as her area of jurisdiction.

Mrs Hughes is the successor to Mrs G. A. Milovanovic.

(72/33/3)

No. 2453

19 October 1990

RECOGNITION GRANTED AS CONSUL

It is hereby notified that Mr Gary B. Pergl has, with effect from 8 September 1990, been granted recognition as Consul of the United States of America in Johannesburg, with the Provinces of the Transvaal and the Orange Free State as his area of jurisdiction.

(72/33/2)

DEPARTMENT OF HOME AFFAIRS

No. 2422

19 October 1990

ALIENS ACT, 1937

CHANGE OF SURNAME.—NIEMAND TO NEWMAN

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act No. 1 of 1937), to authorise Monica Ingrid Niemand, residing at 45 Chior Street, Retreat, to assume the surname of **Newman**.

No. 2423

19 October 1990

ALIENS ACT, 1937

CHANGE OF SURNAME.—NIEMAND TO NEWMAN

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act No. 1 of 1937), to authorise Nicholas William Henry Niemand, residing at 45 Chior Street, Retreat, to assume the surname of **Newman**.

No. 2424

19 October 1990

ALIENS ACT, 1937

CHANGE OF SURNAME.—NIEMAND TO NEWMAN

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act No. 1 of 1937), to authorise Magrieta Johanna Niemand, residing at 45 Chior Street, Retreat, to assume the surname of **Newman**.

DEPARTEMENT VAN BUITELANDSE SAKE

No. 2452

19 Oktober 1990

ERKENNING VERLEEN AS KONSUL

Hierby word bekendgemaak dat aan mev. Patricia D. Hughes met ingang van 20 Augustus 1990 erkenning verleen is as Konsul van die Verenigde State van Amerika in Kaapstad, met die provinsie die Kaap die Goeie Hoop as haar regsgebied.

Mev. Hughes is die opvolger van mev. G. A. Milovanovic.

(72/33/3)

No. 2453

19 Oktober 1990

ERKENNING VERLEEN AS KONSUL

Hierby word bekendgemaak dat aan mnr. Gary B. Pergl met ingang van 8 September 1990 erkenning verleen is as Konsul van die Verenigde State van Amerika in Johannesburg, met die provinsies Transvaal en die Oranje-Vrystaat as sy regsgebied.

(72/33/2)

DEPARTEMENT VAN BINNELANDSE SAKE

No. 2422

19 Oktober 1990

WET OP VREEMDELINGE, 1937

VANSVERANDERING.—NIEMAND IN NEWMAN

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet No. 1 van 1937), Monica Ingrid Niemand, woonagtig te Chiorstraat 45, Retreat, te magtig om die van **Newman** aan te neem.

No. 2423

19 Oktober 1990

WET OP VREEMDELINGE, 1937

VANSVERANDERING.—NIEMAND IN NEWMAN

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet No. 1 van 1937), Nicholas William Henry Niemand, woonagtig te Chiorstraat 45, Retreat, te magtig om die van **Newman** aan te neem.

No. 2424

19 Oktober 1990

WET OP VREEMDELINGE, 1937

VANSVERANDERING.—NIEMAND IN NEWMAN

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet No. 1 van 1937), Magrieta Johanna Niemand, woonagtig te Chiorstraat 45, Retreat, te magtig om die van **Newman** aan te neem.

No. 2425

19 October 1990

ALIENS ACT, 1937

CHANGE OF SURNAME.—NARSINGH TO NASSAR

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act No. 1 of 1937), to authorise Sayed Nasser Narsingh, his wife Bee Bee Asmin and minor children Zayn, Zinobia Sayed and Mohamed Faadil Khan, residing at 590 Chenab Street, Extension 11A, Lenasia, to assume the surname of **Nassar**.

No. 2426

19 October 1990

ALIENS ACT, 1937

CHANGE OF SURNAME.—SOBOOIS TO BESHENGA

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act No. 1 of 1937), to authorise Whittington Phatisizwe Soboois, residing at A17 Zodiac Street, Khulani Park, Khayelitsha, to assume the surname of **Beshenga**.

No. 2427

19 October 1990

ALIENS ACT, 1937

CHANGE OF SURNAME.—AYUB WAHID TO HASSAN

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act No. 1 of 1937), to authorise Khursheed Begum Ayub Wahid, residing at 249 Fulhan Road, Reservoir Hills, Durban, to assume the surname of **Hassan**.

No. 2428

19 October 1990

ALIENS ACT, 1937

CHANGE OF SURNAME.—NIEMAND TO NEWMAN

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act No. 1 of 1937), to authorise Magdalena Niemand, residing at 45 Chior Street, Retreat, to assume the surname of **Newman**.

No. 2429

19 October 1990

ALIENS ACT, 1937

CHANGE OF SURNAME.—NONDZABA TO DE BEER

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act No. 1 of 1937), to authorise David Ntsikelelo Nondzaba and his wife Cathrine Elizabeth, residing at 22 Dawn Court, Ravensmead, to assume the surname of **De Beer**.

No. 2425

19 Oktober 1990

WET OP VREEMDELINGE, 1937

VANSVERANDERING.—NARSINGH IN NASSAR

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet No. 1 van 1937), Sayed Nasser Narsingh, sy vrou Bee Bee Asmin en minderjarige kinders Zayn, Zinobia Sayed en Mohamed Faadil Khan, woonagtig te Chenabstraat 590, Uitbreiding 11A, Lenasia, te magtig om die van **Nassar** aan te neem.

No. 2426

19 Oktober 1990

WET OP VREEMDELINGE, 1937

VANSVERANDERING.—SOBOOIS IN BESHENGA

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet No. 1 van 1937), Whittington Phatisizwe Soboois, woonagtig te Zodiacstraat A17, Khulani Park, Khayelitsha, te magtig om die van **Beshenga** aan te neem.

No. 2427

19 Oktober 1990

WET OP VREEMDELINGE, 1937

VANSVERANDERING.—AYUB WAHID IN HASSAN

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet No. 1 van 1937), Khursheed Begum Ayub Wahid, woonagtig te Fulhanweg 249, Reservoir Hills, Durban, te magtig om die van **Hassan** aan te neem.

No. 2428

19 Oktober 1990

WET OP VREEMDELINGE, 1937

VANSVERANDERING.—NIEMAND IN NEWMAN

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet No. 1 van 1937), Magdalena Niemand, woonagtig te Chiorstraat 45, Retreat, te magtig om die van **Newman** aan te neem.

No. 2429

19 Oktober 1990

WET OP VREEMDELINGE, 1937

VANSVERANDERING.—NONDZABA IN DE BEER

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet No. 1 van 1937), David Ntsikelelo Nondzaba en sy vrou Cathrine Elizabeth, woonagtig te Dawnhof 22, Ravensmead, te magtig om die van **De Beer** aan te neem.

No. 2430

19 October 1990

ALIENS ACT, 1937

CHANGE OF SURNAME.—MOONSAMY
TO NAICKER

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act No. 1 of 1937), to authorise Govindray Moonsamy, residing at 10 Bangalore Avenue, Cravenby Estate, Elsie's River, to assume the surname of **Naicker**.

No. 2431

19 October 1990

ALIENS ACT, 1937

CHANGE OF SURNAME.—WILLEY TO
MARTHINUSEN

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act No. 1 of 1937), to authorise Ingrid Margrethe Willey and her minor children Rory Shane Maguire, Tracey Louise and Angus Guy Maguire, residing at 18 Pinelaw Road, Diep River, to assume the surname of **Marthinusen**.

No. 2432

19 October 1990

ALIENS ACT, 1937

CHANGE OF SURNAME.—SMITH TO SMITH-
TAYLOR

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act No. 1 of 1937), to authorise Sylvia Marjorie Smith, residing at 407 Yarningdale, 199 Marine Parade, Durban, to assume the surname of **Smith-Taylor**.

No. 2433

19 October 1990

ALIENS ACT, 1937

CHANGE OF SURNAME.—MARIGADU TO HARKER

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act No. 1 of 1937), to authorise Alec Daniel Marigadu, his wife Sarasvathy and minor children Duran Daniel and Nadine Danielle, residing at 292 Himalaya Drive, Shallcross, Durban, to assume the surname of **Harker**.

No. 2434

19 October 1990

ALIENS ACT, 1937

CHANGE OF SURNAME.—BOTHAS TO VAN
WINKEL

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act No. 1 of 1937), to authorise Philip Rudolph Botha, residing at 177 Colbyn Court, Gordon Avenue, Colbyn, to assume the surname of **Van Winkel**.

No. 2430

19 Oktober 1990

WET OP VREEMDELINGE, 1937

VANSVERANDERING.—MOONSAMY IN NAICKER

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalinge van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet No. 1 van 1937), Govindray Moonsamy, woonagtig te Bangaloreweg 10, Cravenby Landgoed, Elsie'srivier, te magtig om die van **Naicker** aan te neem.

No. 2431

19 Oktober 1990

WET OP VREEMDELINGE, 1937

VANSVERANDERING.—WILLEY IN MARTHINUSEN

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalinge van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet No. 1 van 1937), Ingrid Margrethe Willey en haar minderjarige kinders Rory Shane Maguire, Tracey Louise en Angus Guy Maguire, woonagtig te Pinelawweg 18, Diepriver, te magtig om die van **Marthinusen** aan te neem.

No. 2432

19 Oktober 1990

WET OP VREEMDELINGE, 1937

VANSVERANDERING.—SMITH IN SMITH-TAYLOR

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalinge van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet No. 1 van 1937), Sylvia Marjorie Smith, woonagtig te Yarningdale 407, Marine Parade 199, Durban, te magtig om die van **Smith-Taylor** aan te neem.

No. 2433

19 Oktober 1990

WET OP VREEMDELINGE, 1937

VANSVERANDERING.—MARIGADU IN HARKER

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalinge van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet No. 1 van 1937), Alec Daniel Marigadu, sy vrou Sarasvathy en minderjarige kinders Duran Daniel en Nadine Danielle, woonagtig te Himalayaweg 292, Shallcross, Durban, te magtig om die van **Harker** aan te neem.

No. 2434

19 Oktober 1990

WET OP VREEMDELINGE, 1937

VANSVERANDERING.—BOTHAS IN VAN
WINKEL

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalinge van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet No. 1 van 1937), Philip Rudolph Botha, woonagtig te Colbynhof 177, Gordonlaan, Colbyn, te magtig om die van **Van Winkel** aan te neem.

No. 2435

19 October 1990

ALIENS ACT, 1937

CHANGE OF SURNAME.—KLINK TO SHELDON

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act No. 1 of 1937), to authorise William Jacob Klink, his wife Rachel and minor child Donovan Calvin Sheldon, residing at 70 11th Avenue, Retreat, to assume the surname of **Sheldon**.

DEPARTMENT OF MINERAL AND
ENERGY AFFAIRS

No. 2460

19 October 1990

RESERVATION OF LAND FOR THE
PURPOSES OF A TOWNSHIP

The State President has, in terms of section 184 of the Mining Rights Act, 1967 (Act No. 20 of 1967), reserved for the purposes of a township portions of proclaimed land, together approximately 3,1763 hectares in extent, situated on the farm Langlaagte 224 IQ, District of Johannesburg, Mining District of Johannesburg, Province of the Transvaal, registered in the names of Rand Mines Properties Ltd and Crown Crushers Estates (Pty) Ltd and shown on a sketch plan copies of which have been filed under RMT R67/90 in the Mining Titles Office, Johannesburg, and in the office of the Mining Commissioner, Johannesburg.

(19/5/1/2932)

No. 2461

19 October 1990

PROPOSED DEPROCLAMATION OF LAND

It is the intention of the State President, under section 44 of the Mining Rights Act, 1967 (Act No. 20 of 1967), to deproclaim as a public digging for precious metals and base minerals the land described in the attached Schedule and shown on a diagram copies of which have been filed in the Mining Titles Office, Johannesburg, and in the office of the Mining Commissioner, Barberton, under RMT R90/90.

SCHEDULE

Description of land: Remaining extent of the farm Bultfontein 229 JT, District of Nelspruit, Mining District of Barberton, Province of the Transvaal.

Extent: 139,0522 hectares.

Registered owner: Republic of South Africa.

DEPARTMENT OF NATIONAL
EDUCATION

No. 2420

19 October 1990

BUREAU OF HERALDRY

NOTICE OF THE AMENDMENT OF THE NAMES OF
THE OWNERS OF HERALDIC REPRESENTATIONS

The Bureau of Heraldry hereby gives notice in terms of section 10 of the Heraldry Act, 1962 (Act No. 18 of 1962), that:

1. Since the name of the **Metal and Engineering Industries Education and Training Board**, whose badge was registered under

No. 2435

19 Oktober 1990

WET OP VREEMDELINGE, 1937

VANSVERANDERING.—KLINK IN SHELDON

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalinge van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet No. 1 van 1937), William Jacob Klink, sy vrou Rachel en minderjarige kind Donovan Calvin Sheldon, woonagtig te 11de Laan 70, Retreat, te magtig om die van **Sheldon** aan te neem.

DEPARTEMENT VAN MINERAAL- EN
ENERGIESAKE

No. 2460

19 Oktober 1990

UITHOU VAN GROND VIR DIE
DOEL VAN 'N DORP

Die Staatspresident het stukke geproklameerde grond, gesamentlik ongeveer 3,1763 hektaar groot, geleë op die plaas Langlaagte 224 IQ, distrik Johannesburg, myndistrik Johannesburg, provinsie Transvaal, geregistreer op naam van Rand Mines Properties Ltd en Crown Crushers Estates (Pty) Ltd en getoon op 'n sketskaart waarvan afdrucke onder RMT R67/90 in die Mynbriewekantoor, Johannesburg, en in die kantoor van die Mynkommissaris, Johannesburg, bewaar word, kragtens artikel 184 van die Wet op Mynregte, 1967 (Wet No. 20 van 1967), vir die doel van 'n dorp uitgehou.

(19/5/1/2932)

No. 2461

19 Oktober 1990

VOORGENOME DEPROKLAMERING VAN GROND

Die Staatspresident is voornemens om kragtens artikel 44 van die Wet op Mynregte, 1967 (Wet No. 20 van 1967), die grond beskryf in bygaande Bylae en getoon op 'n kaart waarvan afdrucke onder RMT R90/90 in die Mynbriewekantoor, Johannesburg, en in die kantoor van die Mynkommissaris, Barberton, bewaar word, as openbare delwery vir edelmetale en onedele minerale te deproklameer.

BYLAE

Beskrywing van grond: Resterende gedeelte van die plaas Bultfontein 229 JT, distrik Nelspruit, myndistrik Barberton, provinsie Transvaal.

Grootte: 139,0522 hektaar.

Geregistreeerde eienaar: Republiek van Suid-Afrika.

DEPARTEMENT VAN NASIONALE
OPVOEDING

No. 2420

19 Oktober 1990

BURO VIR HERALDIEK

KENNISGEWING VAN DIE WYSIGING VAN DIE
NAME VAN DIE EIENAARS VAN HERALDIESE
VOORSTELLINGS

Die Buro vir Heraldiek gee hierby ingevolge artikel 10 van die Heraldiekwet, 1962 (Wet No. 18 van 1962), kennis dat:

1. Aangesien die naam van die **Opvoedkundige en Opleidingsraad vir die Metaal- en Ingenieursnywerhede**, wie se kenteken by

Government Notice No. 1128 of 6 June 1986, has been changed to the **Metal and Engineering Industries Artisan Training Board**, the new name will be entered in the heraldic register and a new certificate of registration will be issued.

2. Since the name of the **Cullinan-skool vir Buitengewone Onderwys**, whose arms were registered under Government Notice No. 92 of 19 January 1990, has been changed to the **Cullinan Diamant-skool vir Buitengewone Onderwys**, the new name has been entered in the heraldic register and a new certificate of registration has been issued.

3. Since the name of **Khayaletu Town Committee**, whose arms were registered under Government Notice No. 92 of 19 January 1990, has been changed to the **Khayaletu South Town Committee**, the new name will be entered in the heraldic register and a certificate of registration will be issued.

Goewermenskennisgewing No. 1128 van 6 Junie 1986 geregistreer is, verander is tot die **Opleidingsraad vir Ambagslui in die Metaal- en Ingenieursnywerhede**, die nuwe naam in die heraldiekregister aangeteken en 'n nuwe registrasiesertifikaat uitgereik sal word.

2. Aangesien die naam van die **Cullinan-skool vir Buitengewone Onderwys**, wie se wapen by Goewermenskennisgewing No. 92 van 19 Januarie 1990 geregistreer is, verander is tot die **Cullinan Diamant-skool vir Buitengewone Onderwys**, die nuwe naam in die heraldiekregister aangeteken en 'n nuwe registrasiesertifikaat uitgereik is.

3. Aangesien die naam van die **Khayaletu-dorpskomitee**, wie se wapen by Goewermenskennisgewing No. 92 van 19 Januarie 1990 geregistreer is, verander is tot **Khayaletu-Suid-dorpskomitee**, die nuwe naam in die heraldiekregister aangeteken en 'n registrasiesertifikaat uitgereik sal word.

**DEPARTMENT OF PLANNING AND PROVINCIAL AFFAIRS
DEPARTEMENT VAN BEPLANNING EN PROVINSIALE SAKKE**

No. 2419

19 October/Oktobor 1990

**STATEMENT OF PROVINCIAL REVENUE COLLECTIONS (INCLUDING COLLECTIONS DIRECT BY PROVINCES) FROM 1 APRIL 1990 TO 30 JUNE 1990
STAAT VAN INVORDERINGS VAN PROVINSIALE INKOMSTE (INSLUITEND DIREKTE INVORDERINGS DEUR PROVINSIES) VAN 1 APRIL 1990 TOT 30 JUNIE 1990**

Head of Revenue Hoofde van Inkomste	Cape of Good Hope Kaap die Goeie Hoop		Natal		Transvaal		Orange Free State Oranje-Vrystaat		Totals Totale	
	90-06-01- 90-06-30	90-04-01- 90-06-30	90-06-01- 90-06-30	90-04-01- 90-06-30	90-06-01- 90-06-30	90-04-01- 90-06-30	90-06-01- 90-06-30	90-04-01- 90-06-30	90-06-01- 90-06-30	90-04-01- 90-06-30
<i>Sources of Revenue transferred/Bronne van Inkomste oorgedra</i>	R	R	R	R	R	R	R	R	R	R
Licences/Lisensies										
Dog, Fish and Game/Hond, Vis en Wild.....	74 767	161 176	43 256	175 405	101 725	279 156	54 887	189 889	274 635	805 626
Motor Vehicles/Motorvoertuie	13 559 787	34 620 126	12 995 689	35 096 928	22 556 490	68 144 922	706 544	1 909 244	49 818 510	139 771 220
Miscellaneous/Diverse										
Hospital Receipts/Hospitaalontvangste.....	9 380 921	28 119 598	5 445 665	13 700 554	13 738 580	28 564 391	3 085 761	7 788 307	31 650 927	78 172 850
Other Receipts/Ander Ontvangste	1 360 437	12 758 112	3 523 951	6 717 295	14 994 763	18 117 155	1 031 567	3 355 410	20 910 718	40 947 972
Fines and Forfeitures/Boetes en Verbeurdverklarings.....	24 244	32 719	731 226	1 901 189	3 124 901	8 962 368	352 712	979 524	4 233 083	11 875 800
Auction Dues/Venduregte	—	—	—	—	—	—	—	—	—	—
Entertainment Tax/Belasting op Vermaaklikhede	—	—	—	—	—	—	3 476	7 254	3 476	7 254
Racing and Betting Taxation/Belasting op Wedrenne en Weddenskappe	6 414 174	9 630 618	4 513 453	10 540 613	10 409 896	30 079 465	1 037 189	3 079 850	22 374 712	53 330 546
Wheel Tax/Wielbelasting en Bydraes	—	—	—	—	—	—	—	—	—	—
Black Hospital Tax and Contributions/Swart Hospitaalbelasting en Bydraes	—	—	—	—	—	—	209	209	209	209
Totals/Totale..... R	30 814 330	85 322 349	27 253 240	68 131 984	64 926 355	154 147 457	6 272 345	17 309 687	129 266 270	324 911 477
Totals/Totale (1989/90)..... R	17 859 747	54 586 429	20 560 274	56 244 490	48 925 296	150 643 000	7 704 145	18 643 831	95 049 462	280 117 750

E. G. DE BEER,
Director-General: Department of Planning and Provincial Affairs.
Direkteur-generaal: Departement van Beplanning en Provinsiale Sake.

DEPARTMENT OF PLANNING AND PROVINCIAL AFFAIRS

No. 2421

19 October 1990

DEFINITION OF LAND DESIGNATED AS A DEVELOPMENT AREA IN THE DISTRICT OF PAULPIETERSBURG

In terms of section 33 (3) of the Black Communities Development Act, 1984 (Act No. 4 of 1984), I, Jacobus Tertius Delport, Deputy Minister of Provincial Affairs, define in the Schedule hereto land which has been designated as a development area under section 33 (1) of the said Act.

J. T. DELPORT,

Deputy Minister of Provincial Affairs.

(File 20/5/P8/1)

SCHEDULE

1. A certain area of land, 217,6118 ha in extent, being Erf 570, Paulpietersburg, situated in the municipal area of Paulpietersburg, Administrative District of Utrecht, Natal, as shown on Surveyor-General Diagram 2790/1988 excluding that portion, approximately 121 ha in extent, as defined in Government Notice No. 86 of 9 January 1925 and which is in terms of section 33 (4) of the Black Communities Development Act, 1984 (Act No. 4 of 1984), deemed to have been set apart as a development area.
2. A certain area of land, 34,3992 ha in extent, being Subdivision 9 (of 7) of the farm Thoverton 18, situated in the Administrative District of Utrecht, Natal, as shown on Surveyor-General Diagram 2788/1988.
3. A certain area of land, 11,9559 ha in extent, being Subdivision 19 (of 5) of the farm Paardefontein 43, situated in the Administrative District of Utrecht, Natal, as shown on Surveyor-General Diagram 2789/1988.

GENERAL NOTICES

NOTICE 822 OF 1990

DEPARTMENT OF PUBLIC WORKS AND LAND AFFAIRS

LAND TITLES ADJUSTMENT ACT, 1979

NOTICE OF LYING FOR INSPECTION OF ONE APPLICATION FOR THE ALLOCATION AND TRANSFER OF DESIGNATED LAND: DIVISION OF UITENHAGE

AND

NOTICE TO OBJECTORS TO THE GRANTING OF SUCH APPLICATION FOR THE ALLOCATION AND TRANSFER OF SUCH DESIGNATED LAND

Whereas the land described in the Schedule hereto was designated by the Minister of Public Works and Land Affairs in terms of the provisions of the Act,

and whereas the provisions of section 7 of the Act have been complied with by the Committee, established in terms of section 3 (a) of the Act,

DEPARTEMENT VAN BEPLANNING EN PROVINSIALE SAKE

No. 2421

19 Oktober 1990

OMSKRYWING VAN GROND AANGEWYS AS 'N ONTWIKKELINGSGEBIED IN DIE DISTRIK PAULPIETERSBURG

Ingevolge artikel 33 (3) van die Wet op die Ontwikkeling van Swart Gemeenskappe, 1984 (Wet No. 4 van 1984), omskryf ek, Jacobus Tertius Delport, Adjunk-minister van Provinsiale Sake, in die Bylae hiervan grond wat kragtens artikel 33 (1) van bedoelde Wet as 'n ontwikkelingsgebied aangewys is.

J. T. DELPORT,

Adjunk-minister van Provinsiale Sake.

(Lêer 20/5/P8/1)

BYLAE

1. 'n Sekere stuk grond 217,6118 ha groot, synde Erf 570, Paulpietersburg, geleë in die munisipaliteit Paulpietersburg, administratiewe distrik Utrecht, Natal, soos aangetoon op Landmeter-generaaldiagram 2790/1988, met uitsluiting van die gedeelte, ongeveer 121 ha groot, soos omskryf in Goewermentskennisgewing No. 86 van 9 Januarie 1925 en wat ingevolge artikel 33 (4) van die Wet op die Ontwikkeling van Swart Gemeenskappe, 1984 (Wet No. 4 van 1984), geag word as 'n ontwikkelingsgebied afgesonder te wees.
2. 'n Sekere stuk grond, 34,3992 ha groot, synde Onderverdeling 9 (van 7) van die plaas Thoverton 18, geleë in die administratiewe distrik Utrecht, Natal, soos aangetoon op Landmeter-generaaldiagram 2788/1988.
3. 'n Sekere stuk grond 11,9559 ha groot, synde Onderverdeling 19 (van 5) van di plaas Paardefontein 43, geleë in die administratiewe distrik Utrecht, Natal, soos aangetoon op Landmeter-generaaldiagram 2789/1988.

ALGEMENE KENNISGEWINGS

KENNISGEWING 822 VAN 1990

DEPARTEMENT VAN OPENBARE WERKE EN GRONDSAKE

WET OP REËLING VAN GRONDTITELS, 1979

KENNISGEWING VAN TER INSAE LEGGING VAN EEN AANSOEK OM DIE TOEWYSING EN OORDRAG VAN GROND AANGEWYS: AFDELING UITENHAGE

EN

KENNISGEWING AAN BESWAARMAKERS TEEN DIE TOESTAAN VAN SODANIGE AANSOEK OM DIE TOEWYSING EN OORDRAG VAN SODANIGE GROND

Nademaal die grond in die Bylae hiervan beskryf, aangewys is deur die Minister van Openbare Werke en Grondsake ingevolge die bepalings van die Wet,

en nademaal die bepalings van artikel 7 van die Wet nagekom is deur die Komitee, wat ingestel is ingevolge die bepalings van artikel 3 (a) van die Wet,

and whereas the Committee received one application for the allocation and transfer of the said designated land, namely from **Maurice Richard Rudman** (Identity Number 2308175006001),

and whereas the period of two (2) months as prescribed in section 7 (1) of the Act has now expired,

and whereas the provisions of section 7 (3) of the Act are not applicable in this particular instance as the Committee has no reason to suspect that any person as described in section 7 (3) (a) of the Act has any claim as described in section 7 (1) of the Act,

Now, therefore, in terms of the provisions of section 8 (a) of the Act, this will serve as notice that the application aforesaid, will lie for inspection for a period of two (2) months following the day upon which this notice appears in the *Gazette* for the first time, between the hours of 10 a.m. (10:00) and 4 p.m. (16:00) in Room 48 at the office of the Magistrate, Uitenhage, on each working day of that office,

and further in terms of section 8 (b) of the Act, this will serve as notice calling upon any person who wishes to object to the granting of the application, as aforesaid to furnish his objection, and his grounds therefore supported by sworn declarations and such documents as he may be able to submit, in writing to the Committee at the address:

The Chairman
Rooiwal Land Division Committee (Uitenhage)
6 Dunkirk Road
Fernglen
6045

within a period of thirty (30) days after the expiration of the said period of two (2) months.

J. S. KNOESEN,
Chairman.

Rooiwal Land Division Committee (Uitenhage).

SCHEDULE

Portion 9 (Rooiwal) of the farm Willige Rivier 254, in extent 59,9585 hectares, situate in the Administrative District of Uitenhage, Province of the Cape of Good Hope.

(19 October 1990)

NOTICE 857 OF 1990

DEPARTMENT OF PUBLIC WORKS AND LAND AFFAIRS

LAND TITLES ADJUSTMENT ACT, 1979

NOTICE OF DESIGNATION OF LAND AND ESTABLISHMENT OF A LAND DIVISION COMMITTEE: DISTRICT OF BRITS

Under and by virtue of the powers vested in me by section 2 (1) of the Land Titles Adjustment Act, 1979 (Act No. 68 of 1979), I, Jacob Albertus van Wyk, Deputy Minister of Land Affairs, hereby designate the land specified in the Schedule hereto, and, under and by virtue of the powers vested in me by section 3 (a) of the said Act, I hereby establish with effect from 1 November 1990 a land division committee with the name Beestekraal Land Division Committee: Brits to deal with the aforesaid designated land in accordance with the provisions of the Act.

en nademaal die Komitee een aansoek ontvang het vir die toewysing en oordrag van genoemde aangewysde grond, naamlik van **Maurice Richard Rudman** (Identiteitsnommer 2308175006001),

en nademaal die periode van twee (2) maande soos bepaal in artikel 7 (1) van die Wet nou verstreke is,

en nademaal die bepalings van artikel 7 (3) van die Wet nie van toepassing is in hierdie besondere geval nie, aangesien die Komitee geen rede het om te vermoed dat enige persoon soos beskryf in artikel 7 (3) (a) van die Wet, op enige reg, soos beskryf in artikel 7 (1) van die Wet, aanspraak kan maak nie,

Nou, daarom ingevolge die bepalings van artikel 8 (a) van die Wet sal hierdie dien as kennisgewing dat die aansoek voormeld, ter insae sal lê vir 'n periode van twee (2) maande wat volg op die dag waarop hierdie kennisgewing vir die eerste keer in die *Staatskoerant* verskyn, tussen die ure van 10 vm. (10:00) en 4 nm. (16:00) in Kamer 48 by die kantoor van die Landdros, Uitenhage, op elke werksdag van daardie kantoor,

en verder, ingevolge die bepalings van artikel 8 (b) van die Wet, sal hierdie dien as kennisgewing waarby enigemand wat teen die toestaan van die voormelde aansoek beswaar wil maak, aangesê word om sy beswaar en die gronde daarvoor, gestaaf deur beëdigde verklarings en die stukke wat hy in staat is om voor te lê, skriftelik aan die Komitee te verstrek, by die adres:

Die Voorsitter
Rooiwal-Grondverdelingskomitee (Uitenhage)
Dunkirkweg 6
Fernglen
6045

binne 'n tydperk van dertig (30) dae na die verstryking van gemelde tydperk van twee (2) maande.

J. S. KNOESEN,
Voorsitter.

Rooiwal-Grondverdelingskomitee (Uitenhage).

BYLAE

Gedeelte 9 (Rooiwal) van die plaas Willige Rivier 254, groot 59,9585 hektaar, geleë in die administratiewe distrik Uitenhage, provinsie die Kaap die Goeie Hoop.

(19 Oktober 1990)

KENNISGEWING 857 VAN 1990

DEPARTEMENT VAN OPENBARE WERKE EN GRONDSAKE

WET OP REËLING VAN GRONDTITELS, 1979

KENNISGEWING VAN AANWYSING VAN GROND EN VAN INSTELLING VAN 'N GRONDVERDELINGSKOMITEE: DISTRIK BRITS

Kragtens die bevoegdheid my verleen by artikel 2 (1) van die Wet op Reëling van Grondtitels, 1979 (Wet No. 68 van 1979), wys ek, Jacob Albertus van Wyk, Adjunk-minister van Grondsake, hierby die grond wat in die Bylae hiervan vermeld word aan en kragtens die bevoegdheid my verleen by artikel 3 (a) van genoemde Wet, stel ek met ingang van 1 November 1990 'n grondverdelingskomitee met die naam Beestekraal-grondverdelingskomitee: Brits in om met voornoemde aangewese grond ooreenkomstig die bepalings van die Wet te handel.

Until such time as the address of the Beestekraal Land Division Committee: Brits becomes known, any correspondence relating to the matter may be addressed to the Director-General of Public Works and Land Affairs, Private Bag X65, Pretoria, 0001 (Reference 2/20/2/6), to be forwarded to the said committee.

J. A. VAN WYK,
Deputy Minister of Land Affairs.

SCHEDULE

1. Portion 17 (a portion of Portion 1), in extent 11,2520 hectares;
2. Portion 19 (a portion of Portion 1), in extent 10,1500 hectares; and
3. Portion 20 (a portion of Portion 1), in extent 952,9290 hectares; all portions of the farm Beestkraal 199, Registration Division JQ, Transvaal.

(19 October 1990)

NOTICE 858 OF 1990

PARLIAMENT OF THE REPUBLIC OF SOUTH AFRICA

MEETINGS OF COMMITTEES

THURSDAY, 4 to FRIDAY, 5 OCTOBER 1990

Joint Committee on Education and Manpower (Cultural Institutions Amendment Bill [B 8—91 (GA)], Registration of Services-type Uniforms Act Repeal Bill [B 10—91 (GA)], "Woordeboek van die Afrikaanse Taal" Amendment Bill [B 13—91 (GA)], National Libraries Amendment Bill [B 14—91 (GA)], Universities and Technikons Advisory Council Amendment Bill [B 15—91 (GA)] and Education and Training Amendment Bill [B 16—91 (GA)]).

MONDAY, 15 to FRIDAY, 19 OCTOBER 1990

Joint Committee on Education and Manpower (Labour Relations Amendment Bill [B 18—91 (GA)]).

MONDAY, 22 to FRIDAY, 26 OCTOBER 1990

Joint Committee on Public Accounts.

TUESDAY, 30 OCTOBER 1990

Joint Committee on Provincial Affairs: Transvaal (Draft Proclamation).

TUESDAY, 6 to FRIDAY, 9 NOVEMBER 1990

Joint Committee on Environment, Mineral and Energy Affairs (Petroleum Products Amendment Bill [B 17—91 (GA)], Diamonds Amendment Bill [B 23—91 (GA)], Alexander Bay Development Corporation Amendment Bill [B 24—91 (GA)] and Nuclear Energy Amendment Bill [B 25—91 (GA)]).

MONDAY, 12 to FRIDAY, 16 NOVEMBER 1990

Joint Committee on Home Affairs, Planning and Provincial Affairs (Black Communities Development Amendment Bill [B 65—90 (GA)], Provincial Matters Amendment Bill [B 84—90 (GA)], Identification Amendment Bill [B 7—91 (GA)], South African

Tot tyd en wyl die adres van die Beestekraal grondverdelingskomitee: Brits bekend is, kan enige korrespondensie in verband met die aangeleentheid aan die Direkteur-generaal van Openbare Werke en Grondsake, Privaatsak X65, Pretoria, 0001 (Verwysing 2/20/2/6) gerig word vir deursending na genoemde komitee.

J. A. VAN WYK

Adjunk-minister van Grondsake.

BYLAE

1. Gedeelte 17 ('n gedeelte van Gedeelte 1), groot 11,2520 hektaar;
2. Gedeelte 19 ('n gedeelte van Gedeelte 1), groot 10,1500 hektaar; en
3. Gedeelte 20 ('n gedeelte van Gedeelte 1), groot 952,9290 hektaar; almal gedeeltes van die plaas Beestkraal 199, Registrasieafdeling JQ, Transvaal.

(19 Oktober 1990)

KENNISGEWING 858 VAN 1990

PARLEMENT VAN DIE REPUBLIEK VAN SUID-AFRIKA

VERGADERINGS VAN KOMITEES

DONDERDAG, 4 tot VRYDAG, 5 OKTOBER 1990

Gesamentlike Komitee oor Onderwys en Mannekrag (Wysigingswetsontwerp op Kulturele Instellings [W 8—91 (AS)], Wetsontwerp tot Herroeping van die Wet op die Registrasie van Dienste-tipe Uniforms [W 10—91 (AS)], Wysigingswetsontwerp op die Woordeboek van die Afrikaanse Taal [W 13—91 (AS)], Wysigingswetsontwerp op Nasionale Biblioteke [W 14—91 (AS)], Wysigingswetsontwerp op die Adviesraad vir Universiteite en Teknikons [W 15—91 (AS)] en Wysigingswetsontwerp op Onderwys en Opleiding [W 16—91 (AS)]).

MAANDAG, 15 tot VRYDAG, 19 OKTOBER 1990

Gesamentlike Komitee oor Onderwys en Mannekrag (Wysigingswetsontwerp op Arbeidsverhoudinge [W 18—91 (AS)]).

MAANDAG, 22 tot VRYDAG, 26 OKTOBER 1990

Gesamentlike Komitee oor Openbare Rekenings

DINSDAG, 30 OKTOBER 1990

Gesamentlike Komitee oor Provinsiale Sake: Transvaal (Konsepproklamasie)

DINSDAG, 6 tot VRYDAG, 9 NOVEMBER 1990

Gesamentlike Komitee oor Omgewing-, Mineraal- en Energiesake (Wysigingswetsontwerp op Petroleumprodukte [W 17—91 (AS)], Wysigingswetsontwerp op Diamante [W 23—91 (AS)], Wysigingswetsontwerp op die Alexanderbaai-ontwikkelingskorporasie [W 24—91 (AS)] en Wysigingswetsontwerp op Kernenergie [W 25—91 (AS)]).

MAANDAG, 12 tot VRYDAG, 16 NOVEMBER 1990

Gesamentlike Komitee oor Binnelandse Sake, Beplanning en Provinsiale Sake (Wysigingswetsontwerp op die Ontwikkeling van Swart Gemeenskappe [W 65—90 (AS)], Wysigingswetsontwerp op Provinsiale Aangeleentheid [W 84—90 (AS)],

Citizenship Amendment Bill [B 9—91 (GA)], Regional Services Councils Amendment Bill [B 21—91 (GA)] and Lekoa City Council Dissolution Bill [B 22—91 (GA)].

Joint Committee on Justice (Admission of Advocates Amendment Bill [B 94—90 (GA)], Maintenance Amendment Bill [B 143—90 (GA)] and Advocate-General Amendment Bill [B 1—91 (Ga)]).

MONDAY, 19 to WEDNESDAY, 20 NOVEMBER 1990

Joint Committee on Public Enterprises, Privatisation and Transport (Post Office Amendment Bill [B 107—90 (GA)]).

WEDNESDAY, 28 to FRIDAY, 30 NOVEMBER 1990

Joint Committee on Provincial Accounts.

(19 October 1990)

NOTICE 859 OF 1990

DEPARTMENT OF MINERAL AND ENERGY AFFAIRS

RESERVATION OF LAND FOR THE PURPOSES OF A PUBLIC ROAD

The Mining Commissioner for the Mining District of Pietersburg has, in terms of section 179 (1) (b) of the Mining Rights Act, 1967 (Act No. 20 of 1967), reserved for the purposes of a public road a strip of proclaimed land on the farms Messina 4 MT and Singelele 6 MT, District of Messina, Mining District of Pietersburg, Province of the Transvaal, as shown on a sketch plan copies of which have been filed under RMT R6/90 in the Mining Titles Office, Johannesburg, and in the office of the Mining Commissioner, Pietersburg.

(19/5/1/2836)

(19 October 1990)

NOTICE 860 OF 1990

DEPARTMENT OF MINERAL AND ENERGY AFFAIRS

RESERVATION OF LAND FOR THE PURPOSES OF A PUBLIC ROAD

The Mining Commissioner for the Mining District of Johannesburg has, in terms of section 179 (1) (b) of the Mining Rights Act, 1967 (Act No. 20 of 1967), reserved for the purposes of a public road a strip of proclaimed land on the farm Luipaardsvlei 243 IQ, District of Randfontein, Mining District of Johannesburg, Province of the Transvaal, as shown on a sketch plan copies of which have been filed under RMT R84/90 in the Mining Titles Office, Johannesburg, and in the office of the Mining Commissioner, Johannesburg.

(19/5/1/2937)

(19 October 1990)

Identifikasiewysigingswetsontwerp [W 7—91 (AS)], Wysigingswetsontwerp op Suid-Afrikaanse Burgerskap [W 9—91 (AS)], Wysigingswetsontwerp op Streeksdiensterade [W 21—91 (AS)] en Wetsontwerp op die Ontbinding van die Stadsraad van Lekoa [W 22—91 (AS)]).

Gesamentlike Komitee oor Justisie (Wysigingswetsontwerp op die Toelating van Advokate [W 94—90 (AS)], Wysigingswetsontwerp op Onderhoud [W 143—90 (AS)] en Wysigingswetsontwerp op die Advokaat-generaal [W 1—91 (AS)]).

MAANDAG, 19 tot WOENSDAG, 20 NOVEMBER 1990

Gesamentlike Komitee oor Openbare Ondernemings, Privatisering en vervoer Poswysigingswetsontwerp [W 107—90 (AS)]).

WOENSDAG, 28 tot VRYDAG, 30 NOVEMBER 1990

Gesamentlike Komitee oor Provinsiale Rekenings.

(19 Oktober 1990)

KENNISGEWING 859 VAN 1990

DEPARTEMENT VAN MINERAAL- EN ENERGIESAKE

UITHOU VAN GROND VIR DIE DOELEINDES VAN 'N OPENBARE PAD

Die Mynkommissaris vir die myndistrik Pietersburg het 'n strook geproklameerde grond op die plase Messina 4 MT en Singelele 6 MT, distrik Messina, myndistrik Pietersburg, provinsie Transvaal, soos getoon op 'n sketskaart waarvan afdrucke onder RMT R6/90 in die Mynbriewekantoor, Johannesburg, en in die kantoor van die Mynkommissaris, Pietersburg, bewaar word, kragtens artikel 179 (1) (b) van die Wet op Mynregte, 1967 (Wet No. 20 van 1967), vir die doeleindes van 'n openbare pad uitgehou.

(19/5/1/2836)

(19 Oktober 1990)

KENNISGEWING 860 VAN 1990

DEPARTEMENT VAN MINERAAL- EN ENERGIESAKE

UITHOU VAN GROND VIR DIE DOELEINDES VAN 'N OPENBARE PAD

Die Mynkommissaris vir die myndistrik Johannesburg het 'n strook geproklameerde grond op die plaas Luipaardsvlei 243 IQ, distrik Randfontein, myndistrik Johannesburg, provinsie Transvaal, soos getoon op 'n sketskaart waarvan afdrucke onder RMT R84/90 in die Mynbriewekantoor, Johannesburg, en in die kantoor van die Mynkommissaris, Johannesburg, bewaar word, kragtens artikel 179 (1) (b) van die Wet op Mynregte, 1967 (Wet No. 20 van 1967), vir die doeleindes van 'n openbare pad uitgehou.

(19/5/1/2937)

(19 Oktober 1990)

NOTICE 861 OF 1990**DEPARTMENT OF MINERAL AND
ENERGY AFFAIRS****RESERVATION OF LAND FOR THE PURPOSES OF
A PUBLIC ROAD**

The Mining Commissioner for the Mining District of the Orange Free State has, in terms of section 179 (1) (b) of the Mining Rights Act, 1967 (Act No. 20 of 1967), reserved for the purposes of a public road a strip of proclaimed land on the farm Allanridge 425, District of Odendaalsrus, Mining District of the Orange Free State, Province of the Orange Free State, as shown on a sketch plan copies of which have been filed under RMT R78/88 in the Mining Titles Office, Johannesburg, and in the office of the Mining Commissioner: OFS, Welkom.

(19/5/1/2935)

(19 October 1990)

NOTICE 862 OF 1990**DEPARTMENT OF TRADE AND INDUSTRY****LIQUOR ACT, 1989****NOTICE OF APPLICATIONS FOR
LIQUOR LICENCES**

Notice is hereby given that the applicants specified in the Schedule hereto have given notice of their intention to lodge applications for liquor licences in respect of premises situate in the districts indicated in the Schedule.

The applications concerned may, up to and including the last date on which an objection against or representations or a petition in support of such applications may be lodged in terms of the regulations, upon request and free of charge, be inspected by any person at the office of the magistrate of the district from which they emanate.

SCHEDULE

The undermentioned figures used in brackets in the Schedule, have the following meanings:

- (1) = Full name and address of applicant.
- (2) = Kind of licence applied for.
- (3) = Kind of liquor to be sold.
- (4) = Address of premises in respect of which application is made.
- (5) = Determination, consent, approval or authority applied for.

**TRANSVAAL
HEIDELBERG**

- (1) **Yika, Sphiwe John**, 1152 Mthethwa Street, Ratanda, 2400.
- (2) Special licence (on-consumption).
- (3) All types of liquor.
- (4) 1152 Mthethwa Street, Ratanda, 2400.
- (5) (A).

KENNISGEWING 861 VAN 1990**DEPARTEMENT VAN MINERAAL- EN
ENERGIESAKE****UITHOU VAN GROND VIR DIE DOELEINDES VAN 'N
OPENBARE PAD**

Die Mynkommissaris vir die myndistrik Oranje-Vrystaat het 'n strook geproklameerde grond op die plaas Allanridge 425, distrik Odendaalsrus, myndistrik Oranje-Vrystaat, provinsie die Oranje-Vrystaat, soos getoon op 'n sketskaart waarvan afdrucke onder RMT R78/88 in die Mynbriewekantoor, Johannesburg, en in die kantoor van die Mynkommissaris: OVS, Welkom, bewaar word, kragtens artikel 179 (1) (b) van die Wet op Mynregte, 1967 (Wet No. 20 van 1967), vir die doeleindes van 'n openbare pad uitgehou.

(19/5/1/2935)

(19 Oktober 1990)

KENNISGEWING 862 VAN 1990**DEPARTEMENT VAN HANDEL EN NYWERHEID****DRANKWET, 1989****KENNISGEWING VAN AANSOEKE OM
DRANKLISENSIES**

Kennis word hierby gegee dat die aansoekers in die Bylae hierby gespesifiseer, kennis gegee het van hulle voorneme om aansoek om dranklisensies in te dien ten opsigte van persele geleë in die distrikte wat in die Bylae aangedui is.

Die betrokke aansoeke kan tot en met die laaste dag waarop 'n beswaar teen of verhoë of 'n petisie ter ondersteuning van sodanige aansoeke ingevolge die regulasies ingedien kan word, op versoek gratis deur enige persoon by die kantoor van die landdros van die distrik van waar sodanige aansoeke afkomstig is, ondersoek word.

BYLAE

Onderstaande syfers, wat tussen hakies in die Bylae gebruik word het die volgende betekenisse:

- (1) = Volledige naam en adres van aansoeker.
- (2) = Soort lisensie waarvoor aansoek gedoen word.
- (3) = Soort drank wat verkoop sal word.
- (4) = Adres van perseel ten opsigte waarvan aansoek gedoen word.
- (5) = Bepaling, toestemming, goedkeuring of magtiging waarom aansoek gedoen word.

**TRANSVAAL
HEIDELBERG**

- (1) **Yika, Sphiwe John**, Mthethwastraat 1152, Ratanda, 2400.
- (2) Spesiale lisensie (binneverbruik).
- (3) Alle soorte drank.
- (4) Mthethwastraat 1152, Ratanda, 2400.
- (5) (A).

SOUTPANSBERG

- (1) **Sephuma, Monetli Michael**, Site 194, Taaiboschgroet, 0718; Site 283, Taaiboschgroet, 0718; P.O. Box 55, Raditshaba, 0718.
 - (2) Special license (Eating house).
 - (3) All kinds of liquor.
 - (4) Site 283, Taaiboschgroet, District of Louis Trichardt.
 - (5) (A).
- (19 October 1990)

NOTICE 863 OF 1990**DEPARTMENT OF MANPOWER****LABOUR RELATIONS ACT, 1956****CANCELLATION OF REGISTRATION OF A
TRADE UNION**

I, David William James, Industrial Registrar, hereby notify, in terms of section 14 (2) of the Labour Relations Act, 1956, that I have cancelled the registration of the Ladysmith Integrated Municipal Employees' Association with effect from 8 October 1990.

D. W. JAMES,
Industrial Registrar.
(19 October 1990)

NOTICE 868 OF 1990**DEPARTMENT OF NATIONAL HEALTH AND
POPULATION DEVELOPMENT****REPRESENTATIVE ASSOCIATION OF MEDICAL
SCHEMES.—SCALE OF BENEFITS IN RESPECT OF
PRIVATE HOSPITALS AND UNATTACHED OPE-
RATING THEATRE UNITS**

The Representative Association of Medical Schemes, in terms of section 29 of the Medical Schemes Act (Act No. 72 of 1967), as amended, hereby amends the scale of benefits for private hospitals and unattached operating theatre units, as determined in *Government Gazette* No. 12196 dated 1 December 1989 under Notice 1439 of 1989, in the manner and to the extent set out in the Schedule hereto. The said amendments shall come into effect on the date of publication of this notice.

N. J. J. VAN RENSBURG,
Chairman: Representative Association of Medical Schemes.

SCHEDULE**General Rules**

- E.1 Procedure for the reclassification of hospitals.
- E.1.1 A committee of 3 (three) members shall be established, and shall consist of 2 (two) members nominated by the Representative Association of Medical Schemes and 1 (one) member nominated by the National Association of Private Hospitals, to consider applications by private hospitals to be classified as private hospitals having practice code numbers commencing with the digits 57 or 58, and for the approval of specialised intensive care units, specialised theatres and catheterisation laboratories. The criteria to be applied and the procedures for considering such applications, or for conducting such inspections, shall be laid down by the said committee and the decision of the said committee shall be final.

SOUTPANSBERG

- (1) **Sephuma, Monetli Michael**, Perseel 194, Taaiboschgroet, 0718; Perseel 283, Taaiboschgroet, 0718; Posbus 55, Raditshaba, 0718.
 - (2) Spesiale lisensie (Eethuis).
 - (3) Alle soorte drank.
 - (4) Perseel 283, Taaiboschgroet, distrik Louis Trichardt.
 - (5) (A).
- (19 Oktober 1990)

KENNISGEWING 863 VAN 1990**DEPARTEMENT VAN MANNEKRAG****WET OP ARBEIDSVERHOUDINGE, 1956****INTREKKING VAN REGISTRASIE VAN 'N
VAKVERENIGING**

Ek, David William James, Nywerheidsregistrator, maak hierby kragtens artikel 14 (2) van die Wet op Arbeidsverhoudinge, 1956, bekend dat ek die registrasie van die Ladysmith Integrated Municipal Employees' Association met ingang van 8 Oktober 1990 ingetrek het.

D. W. JAMES,
Nywerheidsregistrator.
(19 Oktober 1990)

KENNISGEWING 868 VAN 1990**DEPARTEMENT VAN NASIONALE GESONDHEID
EN BEVOLKINGSONTWIKKELING****VERTEENWOORDIGENDE VERENIGING VAN
MEDIESTE SKEMAS.—VOORDELESKAAL TEN
OPSIGTE VAN PRIVATE HOSPITALE EN
LOSSTAANDE TEATEREENHEDE**

Die Verteenwoordigende Vereniging van Mediese Skemas, kragtens artikel 29 van die Wet op Mediese Skemas (Wet No. 72 van 1967), soos gewysig, bepaal hierby die voordeleskaal vir private hospitale en losstaande teatereneenhede, soos bepaal in *Staatskoerant* No. 12196 van 1 Desember 1989 onder Kennisgewing 1439 van 1989, op die wyse en tot die mate soos in die Bylae hiervan uiteengesit. Die genoemde wysigings sal in werking tree op datum van publikasie van hierdie kennisgewing.

N. J. J. VAN RENSBURG,
Voorsitter: Verteenwoordigende Vereniging van Mediese Skemas.

BYLAE**Algemene Reëls**

- E.1 Prosedure vir die herindeling van hospitale.
- E.1.1 'n Komitee van 3 (drie) lede, van wie die Verteenwoordigende Vereniging van Mediese Skemas 2 (twee) benoem en 1 (een) benoem deur die Nasionale Vereniging van Private Hospitale, word saamgestel om aansoeke van private hospitale te oorweeg, vir indeling as private hospitale met praktykkodenommers wat met die syfer 57 of 58 begin, en vir die goedkeuring van gespesialiseerde intensiewe sorgeenhede, gespesialiseerde teaters en kateterisasie laboratoriums. Die kriteria van toepassing en die prosedures wat by die oorweging van sodanige aansoeke gevolg moet word, of vir die uitvoering van inspeksies, word bepaal deur genoemde komitee en die beslissing van genoemde komitee is afdoende.

- E.1.2 The fee payable by a private hospital for the inspection for classification, will be R1 250,00 or such other fee as may be determined by the committee from time to time. In addition, any such private hospital shall also be liable for all travelling and/or accommodation costs reasonably incurred.
- E.2 The fee payable by a private hospital for the inspection of specialised intensive care units, catheterisation laboratories and specialised theatres will be R250,00 or such other fee as may be determined by the committee from time to time. In addition, any such private hospital shall also be liable for all travelling and/or accommodation costs reasonably incurred.
- E.3.1 The said committee shall also have the power to receive and investigate complaints that any private hospital having practice code numbers commencing with the digits 57 or 58 no longer meets the criteria required for such classification, as such criteria applied at the date that such private hospital was granted a practice code number beginning with the digits 57 or 58. The said committee may conduct such re-inspections as it considers desirable, and shall afford any such private hospital, no longer meeting such criteria, a reasonable opportunity to rectify matters, failing which such committee may reclassify any such private hospital as a hospital having a practice code number commencing with the digits 89.
- E.3.2 The provisions referred to in E.3.1 shall apply *mutatis mutandis* to all approved intensive care units, specialised theatres and catheterisation laboratories.
- F.1 Procedure for the reclassification of unattached operating theatre units with 76 practice numbers.
- F.1.1 A committee of 3 (three) members shall be established, and shall consist of 2 (two) members nominated by the Representative Association of Medical Schemes and 1 (one) member nominated by the South African Day Clinics Association, to consider applications from unattached operating theatre units having practice code numbers commencing with the digits 76, to be reclassified as approved unattached operating theatre units having practice code numbers commencing with the digits 77. The criteria to be applied and the procedure for considering such applications, or for conducting inspections, shall be laid down by the said committee and the decision of the said committee shall be final.
- E.1.2 Die gelde betaalbaar deur 'n private hospitaal vir die inspeksie vir indeling sal R1 250,00 wees of enige ander gelde soos die komitee van tyd tot tyd mag besluit. So 'n private hospitaal sal ook verantwoordelik wees vir alle redelike reis-en/of verblyfkostes wat aangegaan word.
- E.2 Die gelde betaalbaar deur 'n private hospitaal vir die inspeksie van gespesialiseerde intensiewe sorgeenhede, kateterisasie laboratoriums en gespesialiseerde teaters sal R250,00 wees of enige ander gelde soos die komitee van tyd tot tyd mag besluit. So 'n private hospitaal sal ook verantwoordelik wees vir alle redelike reis en/of verblyfkostes wat aangegaan word.
- E.3.1 Genoemde komitee word ook gemagtig om klagtes, dat enige private hospitaal met 'n praktykkodenommer wat met die syfers 57 of 58 begin, nie langer voldoen aan die kriteria bepaal vir sulke herindeling nie, soos sodanige kriteria van toepassing was ten tye dat so 'n private hospitaal 'n praktykkodenommer beginnende met die syfers 57 of 58 toegeken was, te ontvang en te ondersoek. Genoemde komitee mag sulke herinspeksies uitvoer soos hy wenslik ag en sal so 'n private hospitaal, wat nie langer aan sulke kriteria voldoen nie, 'n redelike geleentheid gun om sake reg te stel, by gebreke waarvan, genoemde komitee so 'n private hospitaal mag herindeel as 'n hospitaal met 'n praktykkodenommer wat met die syfers 89 begin.
- E.3.2 Die bepalinge waarna verwys word in E.3.1 sal *mutatis mutandis* van toepassing wees vir gespesialiseerde intensiewe sorgeenhede, gespesialiseerde teaters en kateterisasie laboratoriums.
- F.1 Prosedure vir die herindeling van losstaande teateenhede met 76 praktykkodenommers.
- F.1.1 'n Komitee van 3 (drie) lede van wie die Verteenwoordigende Vereniging van Mediese Skemas 2 (twee) benoem en 1 (een) benoem deur die Suid-Afrikaanse Vereniging van Dagklinieke, word saamgestel om aansoeke van losstaande teateenhede met praktykkodenommers wat met die syfers 76 begin te oorweeg, vir herindeling as goedgekeurde losstaande teateenhede met praktykkodenommers wat met die syfers 77 begin. Die kriteria van toepassing en die prosedure wat by die oorweging van sodanige aansoeke gevolg moet word, of vir die uitvoering van inspeksies, word bepaal deur genoemde komitee, en die beslissing van genoemde komitee is afdoende.

SECTION 5 / AFDELING 5:

Substitute the following for / Vervang die volgende:

Subsection 5.1: Over the counter and proprietary items / Onderafdeling 5.2: Oor-die-toonbank en handelsnaamitems

57/58/77 278 Ward and Pharmacy / Saal en Apteek

57/58/77 282 Theatre / Teater

57/58/77 273 To Take Out / Om uit te neem

Subsection 5.2: Dispensed Items / Onderafdeling 5.2: Toeberede Items

57/58/77 278 Ward and Pharmacy / Saal en Apteek

57/58/77 273 To Take Out / Om uit te neem

Subsection 5.3: Ampoules Ex Broken Bulk / Onderafdeling: Ampulle uit Oopgemaakte Grootmaat

57/58/77 278 Ward and Pharmacy / Saal en Apteek

57/58/77 282 Theatre / Teater

57/58/77 273 To Take Out / Om uit te neem

Subsection 5.4: Tablets and Capsules ex Ward / Onderafdeling 5.4: Tablette en Kapsules uit die Saal

57/58/77 278 Ward / Saal

57/58/77 273 To Take Out / Om uit te neem

Subsection 5.6: Consumable, Disposable and Surgical Items, including sutures, drapes and skin graft blades, trephines and Beaver blades not otherwise dealt with in Section 5 / Onderafdeling 5.6: Verbruikbare, Wegdoenbare en Chirurgiese Items, insluitende hegmaterial, drapering en veloorplantingslemme, trefiene en Beaverlemme, nie andersins genoem in Afdeling 5

57/58/77 278 Ward / Saal

57/58/77 282 Theatre / Teater

(19 October 1990)/(19 Oktober 1990)

NOTICE 869 OF 1990**DEPARTMENT OF MANPOWER****LABOUR RELATIONS ACT, 1956****CANCELLATION OF REGISTRATION OF A TRADE UNION**

I, David William James, Industrial Registrar, hereby notify, in terms of section 14 (2) of the Labour Relations Act, 1956, that I have cancelled the registration of the Sugar Industry Employees' Association within effect from 19 October 1990.

D. W. JAMES,
Industrial Registrar.

(19 October 1990)

NOTICE 870 OF 1990**DEPARTMENT OF MANPOWER****LABOUR RELATIONS ACT, 1956****CANCELLATION OF REGISTRATION OF A TRADE UNION**

I, David William James, Industrial Registrar, hereby notify, in terms of section 14 (1) of the Labour Relations Act, 1956, that as I have reason to believe that the Escom Cape Western Undertaking Salaried Staff Association is not functioning as a trade union, its registration will be cancelled unless cause to the contrary is shown within a period of 30 days from the date of publication of this notice.

D. W. JAMES,
Industrial Registrar.

(19 October 1990)

KENNISGEWING 869 VAN 1990**DEPARTEMENT VAN MANNEKRAG****WET OP ARBEIDSVERHOUDINGE, 1956****INTREKKING VAN REGISTRASIE VAN 'N VAKVERENIGING**

Ek, David William James, Nywerheidsregistrator, maak hierby kragtens artikel 14 (2) van die Wet op Arbeidsverhoudinge, 1956, bekend dat ek die registrasie van die Sugar Industry Employees' Association met ingang van 19 Oktober 1990 ingetrek het.

D. W. JAMES,
Nywerheidsregistrator.

(19 Oktober 1990)

KENNISGEWING 870 VAN 1990**DEPARTEMENT VAN MANNEKRAG****WET OP ARBEIDSVERHOUDINGE, 1956****INTREKKING VAN REGISTRASIE VAN 'N VAK-VERENIGING**

Ek, David William James, Nywerheidsregistrator, maak hierby kragtens artikel 14 (1) van die Wet op Arbeidsverhoudinge, 1956, bekend dat aangesien ek rede het om te vermoed dat die Escom Cape Western Undertaking Salaried Staff Association nie as 'n vakvereniging funksioneer nie, sy registrasie ingetrek sal word, tensy redes daarteen binne 'n tydperk van 30 dae vanaf die datum van publikasie van hierdie kennisgewing aangevoer word.

D. W. JAMES,
Nywerheidsregistrator.

(19 Oktober 1990)

NOTICE 871 of 1990**PROVINCIAL ADMINISTRATION OF THE
CAPE OF GOOD HOPE****VREDENDAL: LAY OF A TEMPORARY PIPELINE
BELOW THE HIGH-WATER MARK OF THE SEA**

Notice is hereby given in terms of section 3 (5), of the Sea-Shore Act, 1935 (Act No. 21 of 1935), that it is proposed by this Administration to approve the lay of a temporary pipeline below the high-water mark of the sea by Anglo American.

A locality sketch of the area affected by the proposed pipeline lies for inspection at the office of the Chief Director: Works, Provincial Administration of the Cape of Good Hope, Room 430, 9 Dorp Street, Cape Town.

Objections to the proposed lease must be lodged with the Chief Director: Works, Private Bag X9078, Cape Town, 8000, on or before 19 November 1990.

(10 October 1990)

NOTICE 872 OF 1990**ADMINISTRATION: HOUSE OF ASSEMBLY
DEPARTMENT OF AGRICULTURAL
DEVELOPMENT****NOTICE OF MEETING OF CREDITORS IN TERMS
OF SECTION 22 (1) OF THE AGRICULTURAL
CREDIT ACT, 1966**

A meeting of the undermentioned applicant and his creditors is hereby convened at the place and date mentioned hereunder for the purpose of enabling creditors to prove their claims against the applicant and of considering a proposal for a compromise by the Agricultural Credit Board.

J. H. RADEMEYER,

Director: Directorate Financial Assistance,
Department of Agricultural Development.

KENNISGEWING 871 VAN 1990**PROVINSIALE ADMINISTRASIE VAN DIE
KAAP DIE GOEIE HOOP****VREDENDAL: LÊ VAN TYDELIKE PYPLEIDING
BENEDE DIE HOOGWATERMERK VAN DIE SEE**

Ingevolge artikel 3 (5) van die Strandwet, 1935 (Wet No. 21 van 1935), word hiermee bekendgemaak dat dit hierdie Administrasie se voorneme is, om goedkeuring te verleen vir die lê van 'n tydelike pypleiding benede die hoogwatermerk van die see deur Anglo American.

'n Liggingsplan van die gebied wat deur die voorgestelde pypleiding geraak word, lê ter insae by die kantoor van die Hoofdirekteur: Werke, Provinsiale Administrasie van die Kaap die Goeie Hoop, Kamer 430, Dorpstraat 9, Kaapstad.

Besware teen die voorgestelde verhuring moet by die Hoofdirekteur: Werke, Privaatsak X9078, Kaapstad, 8000, ingedien word voor of op 19 November 1990.

(19 Oktober 1990)

KENNISGEWING 872 VAN 1990**ADMINISTRASIE: VOLKSRAAD
DEPARTEMENT VAN LANDBOU-
ONTWIKKELING****KENNISGEWING VAN VERGADERING VAN
SKULDEISERS KRAGTENS ARTIKEL 22 (1) VAN
DIE WET OP LANDBOUKREDIET, 1966**

Hierby word 'n vergadering van ondergenoemde applikant en sy skuldeisers op die plek en datum hieronder genoem, belê, met die doel om skuldeisers in staat te stel om hul vorderings teen die applikant te bewys en 'n skikkingsvoorstel van die Landboukredietraad te oorweeg.

J. H. RADEMEYER,

Direkteur: Direktoraat Finansiële Bystand,
Departement van Landbou-Ontwikkeling.

Application by Aansoek van	Place of meeting Plek van byeenkoms	Date and time Datum en plek
Frederik Jacobus van Eeden Steyn of the farm/ van die plaas Geluk, P.O. Box/Posbus 425, Koppies, 9540	Magistrate's Office/Kantoor van die Landdros, Koppies	30 November 1990 at/om 09:00.

(19 October)/(19 Oktober 1990)

NOTICE 873 OF 1990**PROVINCIAL ADMINISTRATION OF THE
CAPE OF GOOD HOPE****VELDDRIF: PROPOSED LEGALIZATION OF A
JETTY AND VIEW FACILITIES**

Notice is hereby given in terms of section 3 (5), of the Sea-Shore Act, 1953 (Act No. 21 of 1935), that it is proposed to enter into a lease with Owen Wiggins Trust in which provision is made for the legalization of a jetty and view facilities.

A locality sketch of the area affected by the proposed jetty and view facilities lies for inspection at the office of the Chief Director: Works, Provincial Administration of the Cape of Good Hope, Room 430, 9 Dorp Street, Cape Town.

Objections to the proposed lease must be lodged with the Chief Director: Works, Private Bag X9078, Cape Town, 8000, on or before 19 November 1990.

(19 October 1990)

KENNISGEWING 873 VAN 1990**PROVINSIALE ADMINISTRASIE VAN DIE
KAAP DIE GOEIE HOOP****VELDDRIF: VOORGESTELDE WETTIGING VAN 'N
AANLEGSTEIER EN UITSIGFASILITEITE**

Ingevolge artikel 3 (5) van die Strandwet, 1935 (Wet No. 21 van 1935), word hiermee bekendgemaak dat dit die voorneme is om 'n huurooreenkoms met Owen Wiggins Trust aan te gaan waarin voorsiening gemaak word vir die wettiging van 'n aanlegsteier en uitsigfasiliteite.

'n Liggingsplan van die gebied wat deur die voorgestelde aanlegsteier en uitsigfasiliteite geraak word, lê ter insae by die kantoor van die Hoofdirekteur: Werke, Provinsiale Administrasie van die Kaap die Goeie Hoop, Kamer 430, Dorpstraat 9, Kaapstad.

Besware teen die voorgestelde verhuring moet by die Hoofdirekteur: Werke, Privaatsak X9078, Kaapstad, 8000, ingedien word voor of op 19 November 1990.

(19 Oktober 1990)

NOTICE 874 OF 1990**SALE OF GOODS: CUSTOMS AND EXCISE,
DURBAN**

It is hereby notified for general information that a public sale of unentered, abandoned and forfeited goods will be held at the State Warehouse, New Pier, Durban, at 09:00 on 25 October 1990. Lists of the goods to be sold will be supplied on application to the Controller of Customs and Excise, Private Bag X54305, Durban, 4000.

(19 October 1990)

NOTICE 876 OF 1990**PARLIAMENT OF THE REPUBLIC
OF SOUTH AFRICA****MEETINGS OF COMMITTEES****MONDAY, 15 OCTOBER 1990**

Joint Committee on Education and Manpower (Labour Relations Amendment Bill [B 18—91 (GA)]).

MONDAY, 22 to THURSDAY, 25 OCTOBER 1990

Joint Committee on Public Accounts.

Joint Committee on Education and Manpower (Labour Relations Amendment Bill [B 18—91 (GA)]).

FRIDAY, 26 OCTOBER 1990

Joint Committee on Public Accounts.

TUESDAY, 30 OCTOBER 1990

Joint Committee on Provincial Affairs: Transvaal (Draft Proclamation).

TUESDAY, 6 to FRIDAY, 9 NOVEMBER 1990

Joint Committee on Environment, Mineral and Energy Affairs (Petroleum Products Amendment Bill [B 17—91 (GA)], Diamonds Amendment Bill [B 23—91 (GA)], Nuclear Energy Amendment Bill [B 25—91 (GA)], Mining Rights Amendment Bill [B 28—91 (GA)], Mines and Works Amendment Bill [B 29—91 (GA)] and Mining Titles Registration Amendment Bill [B 30—91 (GA)]).

MONDAY, 12 to FRIDAY, 16 NOVEMBER 1990

Joint Committee on Home Affairs, Planning and Provincial Affairs (Black Communities Development Amendment Bill [B 65—90 (GA)], Provincial Matters Amendment Bill [B 84—90 (GA)], Identification Amendment Bill [B 7—91 (GA)], South African Citizenship Amendment Bill [B 9—91 (GA)], Regional Services Councils Amendment Bill [B 21—91 (GA)] and Lekoa City Council Dissolution Bill [B 22—91 (GA)]).

Joint Committee on Justice (Admission of Advocates Amendment Bill [B 94—90 (GA)], Maintenance Amendment Bill [B 143—90 (GA)] and Advocate-General Amendment Bill [B 1—91 (GA)]).

KENNISGEWING 874 VAN 1990**VEILING VAN GOEDERE: DOEANE EN AKSYNS,
DURBAN**

Hierby word vir algemene inligting bekendgemaak dat 'n openbare veiling van ongeklaarde, onopgeëste en verbeurdverklarde goedere om 09:00 op 25 Oktober 1990 by die Staatspakhuis, Nuwe Pier, Durban, gehou sal word. Opgawes van die goedere wat verkoop sal word kan op aanvraag by die Kontroleur van Doeane en Aksyns, Privaatsak X54305, Durban, 4000, verkry word.

(19 Oktober 1990)

KENNISGEWING 876 VAN 1990**PARLEMENT VAN DIE REPUBLIEK
VAN SUID-AFRIKA****VERGADERINGS VAN KOMITEES****MAANDAG, 15 OKTOBER 1990**

Gesamentlike Komitee oor Onderwys en Mannekrag (Wysigingswetsontwerp op Arbeidsverhoudinge [W 18—91 (AS)]).

MAANDAG, 22 tot DONDERDAG, 25 OKTOBER 1990

Gesamentlike Komitee oor Openbare Rekenings.

Gesamentlike Komitee oor Onderwys en Mannekrag (Wysigingswetsontwerp op Arbeidsverhoudinge [W 18—91 (AS)]).

VRYDAG, 26 OKTOBER 1990

Gesamentlike Komitee oor Openbare Rekenings.

DINSdag, 30 OKTOBER 1990

Gesamentlike Komitee oor Provinsiale Sake: Transvaal. (Konsepproklamasie).

DINSdag, 6 tot VRYDAG, 9 NOVEMBER 1990

Gesamentlike Komitee oor Omgewing-, Mineraal- en Energiesake (Wysigingswetsontwerp op Petroleumprodukte [W 17—91 (AS)], Wysigingswetsontwerp op Diamante [W 23—91 (AS)], Wysigingswetsontwerp op Kernenergie [W 25—91 (AS)], Wysigingswetsontwerp op Mynregte [W 28—91 (AS)], Wysigingswetsontwerp op Myne en Bedrywe [W 29—91 (AS)] en Wysigingswetsontwerp op die Registrasie van Myntitels [W 30—91 (AS)]).

MAANDAG, 12 tot VRYDAG, 16 NOVEMBER 1990

Gesamentlike Komitee oor Binnelandse Sake, Beplanning en Provinsiale Sake (Wysigingswetsontwerp op die Ontwikkeling van Swart Gemeenskappe [W 65—90 (AS)], Wysigingswetsontwerp op Provinsiale Aangeleenthede [W 84—90 (AS)], Identifikasiewysigingswetsontwerp [W 7—91 (AS)], Wysigingswetsontwerp op Suid-Afrikaanse Burgerskap [W 9—91 (AS)], Wysigingswetsontwerp op Streeksdiensterade [W 21—91 (AS)] en Wetsontwerp op die Ontbinding van die Stadsraad van Lekoa [W 22—91 (AS)]).

Gesamentlike Komitee oor Justisie (Wysigingswetsontwerp op die Toelating van Advokate [W 94—90 (AS)], Wysigingswetsontwerp op Onderhoud [W 143—90 (AS)] en Wysigingswetsontwerp op die Advokaat-generaal [W 1—91 (AS)]).

MONDAY, 19 to WEDNESDAY, 20 NOVEMBER 1990

Joint Committee on Public Enterprises, Privatisation and Transport (Post Office Amendment bill [B 107—90 (GA)] and Alexander Bay Development Corporation Amendment Bill [B 24—91 (GA)]).

WEDNESDAY, 28 to FRIDAY, 30 NOVEMBER 1990

Joint Committee on Provincial Accounts.

OTHER MEETING**TUESDAY, 13 NOVEMBER 1990**

Management Committee of Parmed Medical Aid Scheme.

(19 October 1990)

NOTICE 877 OF 1990**PROVINCIAL ADMINISTRATION OF THE
CAPE OF GOOD HOPE****SIMON'S TOWN: PROPOSED LEASE OF A PORTION OF LAND BELOW THE HIGH WATER MARK FOR WATERFRONT DEVELOPMENT**

Notice is hereby given in terms of section 3 (5), of the Sea-Shore Act, 1935 (Act No. 21 of 1935), that it is proposed to enter into a lease with Messrs Munnik, Visser, Black, Fish and Partners in which provision is made for the waterfront development.

A locality sketch of the area affected by the proposed development lies for inspection at the office of the Chief Director: Works, Provincial Administration of the Cape of Good Hope, Room 430, 9 Dorp Street, Cape Town.

Objections to the proposed lease must be lodged with the Chief Director: Works, Private Bag X9078, Cape Town, 8000, on or before 19 November 1990.

(19 October 1990)

NOTICE 878 OF 1990**PROVINCIAL ADMINISTRATION OF THE
CAPE OF GOOD HOPE****HEIDELBERG: PROPOSED CONSTRUCTION OF A JETTY AND SLIPWAY BELOW THE HIGH-WATER MARK OF THE BREË RIVER**

Notice is hereby given in terms of section 3 (5), of the Sea-Shore Act, 1935 (Act No. 21 of 1935), that it is proposed to enter into a lease with Mr G. J. Rademan in which provision is made for the construction of a jetty and slipway below the high-water mark of the Breë River.

A locality sketch of the area affected by the proposed jetty and slipway lies for inspection at the office of the Chief Director: Works, Provincial Administration of the Cape of Good Hope, Room 430, 9 Dorp Street, Cape Town.

Objections to the proposed lease must be lodged with the Chief Director: Works, Private Bag X9078, Cape Town, 8000, on or before 19 November 1990.

(19 October 1990)

MAANDAG, 19 tot WOENSDAG, 20 NOVEMBER 1990

Gesamentlike Komitee oor Openbare Ondernemings, Privatisering en Vervoer (Poswysigingswetsontwerp [W 107—90 (AS)] en Wysigingswetsontwerp op die Alexanderbaai-ontwikkelingskorporasie [W 24—91] (AS)]).

WOENSDAG, 28 tot VRYDAG, 30 NOVEMBER 1990

Gesamentlike Komitee oor Provinsiale Rekenings.

ANDER VERGADERING**DINSDAG, 13 NOVEMBER 1990**

Bestuurskomitee van Parmed Mediese Hulpkema.

(19 Oktober 1990)

KENNISGEWING 877 VAN 1990**PROVINSIALE ADMINISTRASIE VAN DIE
KAAP DIE GOEIE HOOP****SIMONSTAD: VOORGESTELDE HUUR VAN 'N GEDEELTE GROND BENEDE DIE HOOGWATERMERK VIR KUSFRONTONTWIKKELING**

Ingevolge artikel 3 (5) van die Strandwet, 1935 (Wet No. 21 van 1935), word hiermee bekendgemaak dat dit die voorneme is om 'n huurooreenkoms met mnre. Munnik, Visser, Black, Fish en Vennote aan te gaan waarin voorsiening gemaak word vir kusfrontontwikkeling.

'n Liggingsplan van die gebied wat deur die voorgestelde ontwikkeling geraak word, lê ter insae by die kantoor van die Hoofdirekteur: Werke, Provinsiale Administrasie van die Kaap die Goeie Hoop, Kamer 430, Dorpstraat 9, Kaapstad.

Besware teen die voorgestelde verhuring moet by die Hoofdirekteur: Werke, Privaatsak X9078, Kaapstad, 8000, ingedien word voor of op 19 November 1990.

(19 Oktober 1990)

KENNISGEWING 878 VAN 1990**PROVINSIALE ADMINISTRASIE VAN DIE
KAAP DIE GOEIE HOOP****HEIDELBERG: VOORGESTELDE KONSTRUKSIE VAN 'N AANLEGSTEIER EN SLEEPHELLING BENEDE DIE HOOGWATERMERK VAN DIE BREË-RIVIER**

Ingevolge artikel 3 (5) van die Strandwet, 1935 (Wet No. 21 van 1935), word hiermee bekendgemaak dat dit die voorneme is om 'n huurooreenkoms met mnr. G. J. Rademan aan te gaan waarin voorsiening gemaak word vir die konstruksie van 'n aanlegsteier en sleepelling benede die hoogwatermerk van die Breërivier.

'n Liggingsplan van die gebied wat deur die voorgestelde aanlegsteier en sleepelling geraak word, lê ter insae by die kantoor van die Hoofdirekteur: Werke, Provinsiale Administrasie van die Kaap die Goeie Hoop, Kamer 430, Dorpstraat 9, Kaapstad.

Besware teen die voorgestelde verhuring moet by die Hoofdirekteur: Werke, Privaatsak X9078, Kaapstad, 8000, ingedien word voor of op 19 November 1990.

(19 Oktober 1990)

NOTICE 879 OF 1990**CUSTOMS AND EXCISE TARIFF APPLICATIONS.—
LIST 38/90**

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

Rebate of the duty (in Schedule 3) on:

Insulated rectangular electric conductors, for a voltage exceeding 1 000 V, for the manufacture of liquid dielectric transformers having a power handling capacity exceeding 10 000 kVA.

[BTI Ref. T5/2/16/3/4 (900313) (L Bekker)]

Applicant:

Brown Boveri Technologies (Pty) Ltd, P.O. Box 691, Pretoria, 0001.

(Note: This application is being dealt with as a matter of urgency and comments should reach the Board within four weeks after the date of this notice.)

Withdrawal of the rebate facilities in respect of:

(a) Maleic anhydride, for the manufacture of tartaric acid, fumaric acid and malic acid (item 306.01/29.17/01.00); and

(b) Maleic anhydride, in such quantities and at such times as the Director General Trade and Industry may allow by specific permit (item 460.06/29.17/02.00).

[BTI Ref. T5/2/6/2/1 (900354) (G. Bouwer)]

Applicant:

National Chemical Products, P.O. Box 284, Bedfordview, 2008.

General:

By the substitution for Note 2 to rebate item 407.00 of the following:

2. The rebate of duty specified in item 407.02 shall not apply to golf-clubs, firearms, watches, articles of apparel of fur-skin, television cameras, objective lenses for cameras, instant print or other cameras, or cinematographic cameras, acquired abroad or at any duty-free shop and imported by residents of the Republic returning after the absence of less than 6 months.

[BTI Ref. T5/2/18/2/1 (900322) (C. J. Roos)]

Applicant:

Photographic Importers and Distributors Association, P.O. Box 9721, Johannesburg, 2000.

List 37/90 was published under General Notice 854 of 12 October 1990.

(19 October 1990)

KENNISGEWING 879 VAN 1990**DOEANE- EN AKSYNSTARIEFAANSOEKE.—
LYS 38/90**

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

Korting van die reg (in Bylae 3) op:

Geïsoleerde reghoekige elektriese geleiers, vir 'n spanning van meer as 1 000 V, vir die vervaardiging van vloeistof diëlektriese transformatore, met 'n krag-hanteervermoë van meer as 10 000 kVA.

[RHN-verw. T5/2/16/3/4 (900313) (L Bekker)]

Applikant:

Brown Boveri Technologies (Pty) Ltd, Posbus 691, Pretoria, 0001.

(Opmerking: Hierdie aansoek word as dringend behandel en kommentaar moet die Raad binne vier weke na die datum van hierdie kennisgewing bereik.)

Intrekking van die kortingfasiliteite ten opsigte van:

(a) Maleïensuuranhidried, vir die vervaardiging van wynsteensuur, fumaarsuur en appelsuur (item 306.01/29.17/01.00); en

(b) Maleïensuuranhidried, in die hoeveelhede en op die tye wat die Direkteur-generaal Handel en Nywerheid by bepaalde permit toelaat (item 460.06/29.17/02.00).

[RHN verw. T5/2/6/2/1 (900354) (G. Bouwer)]

Applikant:

National Chemical Products, Posbus 284, Bedfordview, 2008.

Algemeen:

Deur Opmerking 2 by kortingitem 407.00 deur die volgende te vervang:

2. Die korting op reg in item 407.02 vermeld, is nie van toepassing op gholfstokke, vuurwapens, horlosies, kledingstukke van pelsvel, televisiekameras, objektieflense vir kameras, kitsontwikkel-en ander kameras of kinematografiese kameras, in die buiteland of by enige belastingvrye winkel verkry en ingevoer deur terugkerende inwoners van die Republiek na 'n afwesigheid van minder as 6 maande nie.

[RHN-verw. T5/2/18/2/1 (900322) (C. J. Roos)]

Applikant:

Photographic Importers and Distributors Association, Posbus 9721, Johannesburg, 2000.

Lys 37/90 is by Algemene Kennisgewing 854 van 12 Oktober 1990 gepubliseer.

(19 Oktober 1990)

NOTICE 880 OF 1990**DEPARTMENT OF TRANSPORT****AIR SERVICES ACT, 1949 (ACT No. 51 OF 1949),
AS AMENDED**

Pursuant to the provisions of section 5 (a) and (b) of Act No. 51 of 1949 and regulation 5 of the Civil Air Services Regulations, 1964, it is hereby notified for general information that the applications, details of which appear in the Schedules hereto, will be heard by the National Transport Commission.

Representations in accordance with section 6 (1) of Act No. 51 of 1949 in support of, or in opposition to, an application, should reach the Director-General: Transport (Directorate Civil Aviation), Private Bag X193, Pretoria, 0001, and the applicant within 21 days of the date of publication hereof stating whether the party or parties making such representation intend to be present or represented at the hearing.

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

SCHEDULE B**SCHEDULE OF APPLICATIONS FOR RENEWAL OF
LICENCES**

(A) Name and address of applicant. (B) Name under which the air service is being operated. (C) Class of air service in respect of which renewal is sought and number and date of existing licence. (D) Particulars of licence. (i) Area to be served. (ii) Route(s) and frequencies to be served. (iii) Base(s). (iv) Types and classes of traffic to be conveyed. (v) Types of training to be provided. (vi) Types of work to be undertaken. (vii) Tariff of charges. (E) Aircraft to be used.

(A) O.T.C. (Pty) Ltd, P.O. Box 12555, Clubview, 0014. (B) O.T.C. (Pty) Ltd. (C) Non-scheduled Air Transport Service Licence N347 dated 27 October 1988. (D) (i) Wonderboom-Shakawe (Botswana) return via Maun (refuel)—Wonderboom. (iii) Wonderboom Airport. (iv) Club members of the Okavango Tiger Fishing Club. (vii) To be covered by membership fees and contributions. (E) Cessna 402C ZS-LKH.

SCHEDULE C**APPLICATIONS FOR THE TRANSFER OF
LICENCES**

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

KENNISGEWING 880 VAN 1990**DEPARTEMENT VAN VERVOER****WET OP LUGDIENSTE, 1949 (WET No. 51
VAN 1949), SOOS GEWYSIG**

Hierby word ingevolge die bepalings van artikel 5 (a) en (b) van Wet No. 51 van 1949 en regulasie 5 van die Regulasies vir Burgerlugdienste, 1964, vir algemene inligting bekendgemaak dat die Nasionale Vervoer-kommissie die aansoeke waarvan besonderhede in die Bylaes hieronder verskyn, sal aanhoor.

Vertoë ingevolge artikel 6 (1) van Wet No. 51 van 1949 ter ondersteuning of bestryding van 'n aansoek moet die Direkteur-generaal: Vervoer (Direktoraat Burgerlugvaart), Privaatsak X193, Pretoria, 0001, en die aansoeker binne 21 dae na die datum van publikasie hiervan bereik en daarin moet gemeld word of die persoon of persone wat aldus vertoë rig, van plan is om die verrigtings by te woon of om daar verteenwoordig te word.

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

BYLAE B**LYS VAN AANSOEKE OM DIE HERNUWING VAN
LISENSIES**

(A) Naam en adres van applikant. (B) Naam waaronder die lugdiens geëksploiteer word. (C) Soort lugdiens ten opsigte waarvan hernuwing aangevra word en die nommer en datum van bestaande lisensie. (D) Besonderhede van lisensie. (i) Gebied wat bedien gaan word. (ii) Roete(s) en frekwensie(s) wat bedien gaan word. (iii) Uitgangsbasis(se). (iv) Soort verkeer wat vervoer gaan word. (v) Soort opleiding wat verskaf gaan word. (vi) Soort werk wat onderneem gaan word. (vii) Tariefskaal. (E) Lugvaartuie wat gebruik gaan word.

(A) O.T.C. (Edms.) Bpk., Posbus 12555, Clubview, 0014. (B) O.T.C. (Edms.) Bpk. (C) Nie-vasgestelde-lugvoerdienislisensie N347 gedateer 27 Oktober 1988. (D) (i) Wonderboom-Shakawe (Botswana) retoer via Maun (brandstofvulling)-Wonderboom. (iii) Wonderboomlughawe. (iv) Klublede van die Okavango Tiger Fishing Club. (vii) Moet gedek wees deur lidmaatskapgelde en bydraes. (E) Cessna 402 C ZS-LKH.

BYLAE C**AANSOEKE OM DIE OORDRAG VAN LISENSIES**

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

(A) Astra Helicopters (Pty) Ltd, P.O. Box 31074, Braamfontein, 2017. (B) Astra Helicopters (Pty) Ltd. (C) National Airways Corporation (Pty) Ltd, P.O. Box 18016, Rand Airport, 1419. (D) National Airways Helicopters. (E) Flying Training Air Service Licence F338. (iii) Rand Airport. (vi) *Ab initio* licence renewal and conversion training. (viii) and (F):

Aircraft	Tariff (R/h)	
	Solo	Dual
Bell 206B ZS-HEN	550-625	625-700
Robinson R22 ZS-HLC	420-460	460-500
Robinson R22 Beta ZS-HVK	420-460	460-500

(A) Laeveldse Koöperasie Ltd, P.O. Box 60, Nelspruit, 1200. (B) Laeveldse Koöperasie Ltd. (C) Lima-Kilo (Pty) Ltd, P.O. Box 60, Nelspruit, 1200. (D) Lima-Kilo (Pty) Ltd. (E) Aerial Work Air Service Licence W967. (vii) Crop-spraying. (viii):

Quantity ha/Sprayed	Spray volume/ha		
	15l	20l	40l
1- 10	31,90	44,70	56,80
11- 20	29,00	40,70	51,70
21- 50	26,40	36,90	47,00
51-100	23,80	33,00	42,00
101+ ha	21,60	30,00	38,00

Fruitfly baiting—R9/ha.

Less than 100 ha—R11/ha.

(F) Bell 47G Soloy ZS-HLP and Piper PA-36-375 3D-COT.

SCHEDULE D

LIST OF APPLICATIONS FOR THE ALTERATION, MODIFICATION OR AMENDMENT TO LICENCES

(A) Name and address of applicant. (B) Name under which the air service is operated. (C) Particulars of the licence and of the alteration, modification or amendment thereto or the conditions thereof which has been applied for.

(A) Cape Flying Services, P.O. Box 2535, George, 6530. (B) Cape Flying Services. (C) Flying Training Air Service Licence F141. Under "Aircraft to be used" and "Tariff of charges" add:

"Aircraft"	Tariff (R/h)	
	Solo	Dual
Piper PA-28-140 ZS-GTR, ZS-JZN and ZS-JLF ..	160	240
Piper PA-28-181 ZS-KHW	180	260
Piper PA-28RT-201T ZS-KIC	220	300
Mooney M20C ZS-CBE	200	280."

(A) Commercial Airways (Pty) Ltd, P.O. Box 7015, Bonaero Park, 1622. (B) Comair. (C) Scheduled Air Transport Service Licence S374. Under "Tariff of charges" delete existing airfares and freight rates for the following routes and add:

"Sector"	Tariff (R)	
	Single	Return
Johannesburg to:		
Margate.....	270	540
Skukuza.....	286	572
Phalaborwa.....	248	496

Phalaborwa to:

Skukuza.....	55	110
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Freight:

Normal—R3 per kg. Minimum charge R25 per consignment.

Express—R5 per kg. Minimum charge R40 per consignment."

(A) Astra Helicopters (Edms.) Bpk., Posbus 31074, Braamfontein, 2017. (B) Astra Helicopters (Edms.) Bpk. (C) National Airways Corporation (Edms.) Bpk., Posbus 18016, Randlughawe, 1419. (D) National Airways Helicopters. (E) Vliegopleidingslugdienslisensie F338. (iii) Randlughawe. (vi) *Ab initio*-lisensiehernuwings en aanpassingsopleiding (viii) en (F):

Lugvaartuig	Tarief (R/h)	
	Enkelstuur	Dubbelstuur
Bell 206B ZS-HEN	550-625	625-700
Robinson R22 ZS-HLC	420-460	460-500
Robinson R22 Beta ZS-HVK	420-460	460-500

(A) Laeveldse Koöperasie Bpk., Posbus 60, Nelspruit, 1200. (B) Laeveldse Koöperasie Bpk. (C) Lima-Kilo (Edms.) Bpk., Posbus 60, Nelspruit, 1200. (D) Lima-Kilo (Edms.) Bpk. (E) Handelslugdienslisensie W967. (vii) Bespuiting van gewasse. (viii):

Kwantiteit ha/Bespuit	Spuitstofvolume/ha		
	15l	20l	40l
1- 10	31,90	44,70	56,80
11- 20	29,00	40,70	51,70
21- 50	26,40	36,90	47,00
51-100	23,80	33,00	42,00
101+ ha	21,60	30,00	38,00

Vrugtevliegaasstelling—R9/ha.

Minder as 100 ha—R11/ha.

(F) Bell 47G Soloy ZS-HLP en Piper PA-36-375 3D-COT.

BYLAE D

LYS VAN AANSOEKE OM DIE VERANDERING OF WYSIGING VAN LISENSIES

(A) Naam en adres van applikant. (B) Naam waaronder die lugdiens geëksploiteer word. (C) Besonderhede betreffende die lisensie en die verandering of wysiging daarvan of die voorwaardes daarvan ten opsigte waarvan aansoek gedoen is.

(A) Cape Flying Services, Posbus 2535, George, 6530. (B) Cape Flying Services. (C) Vliegopleidingslugdienslisensie F141. Onder "Lugvaartuie wat gebruik gaan word" en "Tariëfskaal" voeg by:

"Lugvaartuig"	Tarief (R/h)	
	Enkelstuur	Dubbelstuur
Piper PA-28-140 ZS-GTR, ZS-JZN en ZS-JLF ...	160	240
Piper PA-28-181 ZS-KHW	180	260
Piper PA-28RT-201T ZS-KIC	220	300
Mooney M20C ZS-CBE	200	280."

(A) Commercial Airways (Edms.) Bpk., Posbus 7015, Bonaero Park, 1622. (B) Comair. (C) Vasgestelde-lugvervoerdienstlisensie S374. Onder "Tariëfskaal" skrap huidige lug- en vragtariewe vir die volgende roetes en voeg by:

"Sektor"	Tarief (R)	
	Enkel	Retour
Johannesburg na:		
Margate.....	270	540
Skukuza.....	286	572
Phalaborwa.....	248	496

Phalaborwa na:

Skukuza.....	55	110
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Vrag:

Normaal—R3 per kg. Minimum van R25 per besending.

Spoed—R5 per kg. Minimum van R40 per besending."

(A) Commercial Airways (Pty) Ltd, P.O. Box 7015, Bonaero Park, 1622. (B) Comair. (C) Scheduled Air Transport Service Licence S81. Under "Tariff of charges" delete existing airfare and freight rates for the following route and add: "Johannesburg/Richards Bay; return R594, single R297."

Freight: Normal R3 per kg. Minimum of R25 per consignment. Express R5 per kg. Minimum of R40 per consignment."

(A) Flight Training Centre (Pty) Ltd, P.O. Box 6638, Dunswart, 1508. (B) Flight Training Centre (Pty) Ltd. (C) Flying Training Air Service Licence F949. Under "Aircraft to be used" add: "Cessna 150M ZS-JWW".

(A) J. L. Huddelstone, P.O. Box 155, Halfway House, 1685. (B) Helicopter Charter and Training Services CC. (C) Aerial Work Air Service Licence W310. Under: "Aircraft to be used" and "Tariff of charges" add: "Robinson R22 Beta ZS-HUH, ZS-HXJ R480 per hour."

(A) Link Airways Ltd, P.O. Jan Smuts Airport, 1627. (B) Link Airways Ltd. (C) Scheduled Air Transport Service Licence S750. Under "Routes to be Flown", "Frequency to which the service will be operated" and "Tariff of charges" add:

"Routes	Frequency	Tariff (R)		
		Single	Return	
Johannesburg to:				
Ulusaba	Minimum of 2 flights per day	return	335	670
Landolozzi	Minimum of 2 flights per day	return	335	670
Sabi Sabi.....	Minimum of 2 flights per day	return	335	670
Mala Mala	Minimum of 2 flights per day	return	335	670

Nelspruit to:

Ulusaba	Minimum of 2 flights per day	return		141	282
Landolozzi	Minimum of 2 flights per day	return		141	282
Sabi Sabi.....	Minimum of 2 flights per day	return		141	282
Mala Mala	Minimum of 2 flights per day	return		141	282"

(A) Link Airways Ltd, P.O. Jan Smuts Airport, 1627. (B) Link Airways Ltd. (C) Scheduled Air Transport Services Licence S750. Under "Tariff of charges" delete existing for the following routes and add:

"Route	Tariff (R)	
	Single	Return
Johannesburg to:		
Nelspruit	212	424
Pietersburg	216	432
Newcastle	232	464
Ladysmith	232	464
Vryheid	232	464
Pietermaritzburg	266	532
Bloemfontein	228	456
Welkom	192	384

(A) Commercial Airways (Edms.) Bpk., Posbus 7015, Bonaero Park, 1622. (B) Comair. (C) Vasgestelde-lugvervoerdienslisensie S81. Onder "Tariefskaal" skrap huidige lug- en vragtariewe vir die volgende roete en voeg by: "Johannesburg/Richardsbaai; Retoer R594, enkel R297."

Vrag: Normaal R3 per kg. Minimum van R25 per besending. Spoed R5 per kg. Minimum van R40 per besending".

(A) Flight Training Centre (Edms.) Bpk., Posbus 6638, Dunswart, 1508. (B) Flight Training Centre (Edms.) Bpk. (C) Vliegopleidingslugdienslisensie F949. Onder "Lugvaartuie wat gebruik gaan word" voeg by: "Cessna 150 M ZS-JWW".

(A) J. L. Huddelstone, Posbus 155, Halfweghuis, 1685. (B) Helicopters Charter and Training Services BK. (C) Vliegopleidingslugdienslisensie F284. Onder "Lugvaartuie wat gebruik gaan word" voeg by: "Robinson R22 Beta ZS-HUH en ZS-HXJ".

(A) J. L. Huddelstone, Posbus 155, Halfweghuis, 1685. (B) Helicopter Charter and Training Services BK. (C) Handelslugdienslisensie W310. Onder "Lugvaartuie wat gebruik gaan word" en "Tariefskaal:" voeg by: "Robinson R22 Beta ZS-HUH, ZS-HXJ R480 per uur."

(A) Link Airways Bpk., Pk. Jan Smutslughawe, 1627. (B) Link Airways Bpk. (C) Vasgestelde-lugvervoerdienslisensie S750. Onder "Roetes wat bedien gaan word", "Frekwensie waarvolgens die diens geëksploteer gaan word" en "Tariefskaal" voeg by:

"Roetes	Frekwensie	Tarief (R)		
		Enkel	Retoer	
Johannesburg na:				
Ulusaba	Minimum van 2 vlugte per dag	retoer-	335	670
Landolozzi	Minimum van 2 vlugte per dag	retoer-	335	670
Sabi Sabi.....	Minimum van 2 vlugte per dag	retoer-	335	670
Mala Mala	Minimum van 2 vlugte per dag	retoer-	335	670

Nelspruit na:

Ulusaba	Minimum van 2 vlugte per dag	retoer-	141	282
Landolozzi	Minimum van 2 vlugte per dag	retoer-	141	282
Sabi Sabi.....	Minimum van 2 vlugte per dag	retoer-	141	282
Mala Mala	Minimum van 2 vlugte per dag	retoer-	141	282"

(A) Link Airways Bpk., Pk. Jan Smutslughawe, 1627. (B) Link Airways Bpk. (C) Vasgestelde-lugvervoerdienslisensie S750. Onder "Tariefskaal" skrap huidige vir die volgende roetes en voeg by:

"Roete	Tarief (R)	
	Enkel	Retoer
Johannesburg na:		
Nelspruit	212	424
Pietersburg	216	432
Newcastle	232	464
Ladysmith	232	464
Vryheid	232	464
Pietermaritzburg	266	532
Bloemfontein	228	456
Welkom	192	384

"Route	Tariff (R)	
	Single	Return
Durban to:		
Bloemfontein	284	568
Newcastle	219	438
Nelspruit	307	614
Skukuza	366	732
Umtata	203	406

East London to:

Port Elizabeth	158	316
Umtata	164	328"

(A) Link Airways Ltd, P.O. Jan Smuts Airport, 1627.
(B) Link Airways Ltd. (C) Scheduled Air Transport Service Licence S750. Under "Routes to be Flown", "Frequency to which the service will be operated" and "Tariff of charges" add:

"Routes	Frequency	Tariff (R)	
		Single	Return
Johannesburg/Messina	Minimum of two return flights per day.	312	624
Pietersburg/Messina	Minimum of two return flights per day.	117	234"

(A) Link Airways Ltd, P.O. Jan Smuts Airport, 1627.
(B) Link Airways Ltd. (C) Scheduled Air Transport Service Licence S750. Under "Routes to be served" delete the following words under Johannesburg-Bloemfontein: "in Association with South African Airways."

(A) National Airlines (Natal) (Pty) Ltd, P.O. Box 20070, Durban North, 4016. (B) National Airlines (Natal) (Pty) Ltd. (C) Non-scheduled Air Transport Service Licence N235. Under "Aircraft to be used" delete "Cessna 402C ZS-KET" and add: "Cessna 402B ZS-MXK."

(A) Placo (Pty) Ltd, P.O. Box 18017, Rand Airport, 1419. Placo (Pty) Ltd. (C) Flying Training Air Service Licence F69. Under "Aircraft to be used" and "Tariff of charges" add: "Beech 58 ZS-MRL, R430 single and R550 dual."

(A) Rautenbach Aerial Spraying CC, P.O. Box 20022, Durban North, 4016. (B) Rautenbach Aerial Spraying CC. (C) Aerial Work Air Service Licence W204. Under "Aircraft to be used" add: "Ayres S2R-T34 ZS-LUZ."

(A) The Hot Air Balloon Company (Pty) Ltd, P.O. Box 32, Broederstroom, 0240. (B) The Hot Air Balloon Company (Pty) Ltd. (C) Flying Training Air Service Licence F296. Under "Aircraft to be used" add: "Cameron 0-160 ZS-HRB, ZS-HRC, Flamboyant AX7-77 ZS-HPP".

(A) The Hot Air Balloon Company (Pty) Ltd, P.O. Box 32, Broederstroom, 0240. (B) The Hot Air Balloon Company (Pty) Ltd. (C) Aerial Work Air Service Licence W295. Under "Aircraft to be used" add: "Cameron 0-160 ZS-HRB, ZS-HRC, Flamboyant AX7-77 ZS-HPP".

(A) P. J. van Heerden, P.O. Box 575, Harrismith, 9880. (B) Helicon. (C) Aerial Work Air Service Licence W251. Under "Aircraft to be used" delete: "Hughes 269C ZS-HLD" and add: "Hughes 269C ZS-HWE."

(19 October 1990)

"Roete	Tarief (R)	
	Enkel	Retoer
Durban na:		
Bloemfontein	284	568
Newcastle	219	438
Nelspruit	307	614
Skukuza	366	732
Umtata	203	406

Oos-Londen na:

Port Elizabeth	158	316
Umtata	164	328"

(A) Link Airways Bpk., Pk. Jan Smuts-lughawe, 1627.
(B) Link Airways Bpk. (C) Vasgestelde-lugvervoerdienlisensie S750. Onder "Roetes wat bedien gaan word", "Frekwensie waarvolgens die diens geëksploteer gaan word" en "Tariëfskaal" voeg by:

"Roetes	Frekwensie	Tarief (R)	
		Enkel	Retoer
Johannesburg/Messina	Minimum van twee re-toer vlugte per dag.	312	624
Pietersburg/Messina	Minimum van twee re-toer vlugte per dag.	117	234"

(A) Link Airways Bpk., Pk. Jan Smuts-lughawe, 1627.
(B) Link Airways Bpk. (C) Vasgestelde-lugvervoerdienlisensie S750. Onder "Roetes wat bedien gaan word" skrap die volgende woorde onder Johannesburg-Bloemfontein: "in assosiasie met Suid-Afrikaanse Lugdiens".

(A) National Airlines (Natal) (Edms.) Bpk., Posbus 20070, Durban-Noord, 4016. (B) National Airlines (Natal) (Edms.) Bpk. (C) Nie-vasgestelde-lugvervoerdienlisensie N235. Onder "Lugvaartuie wat gebruik gaan word" skrap: "Cessna 402 C ZS-KET" en voeg by: "Cessna 402B ZS-MXK."

(A) Placo (Edms.) Bpk., Posbus 18017, Randlughawe, 1419. (B) Placo (Edms.) Bpk. (C) Vliegopleidingslugdienslisensie F69. Onder "Lugvaartuie wat gebruik gaan word" en "Tariëfskaal" voeg by: "Beech 58 ZS-MRL, R430 enkel en R550 retoer".

(A) Rautenbach Aerial Spraying BK, Posbus 20022, Durban-Noord, 4016. (B) Rautenbach Aerial Spraying BK. (C) Handelslugdienslisensie W204. "Onder Lugvaartuie wat gebruik gaan word" voeg by "Ayres S2R-T34 ZS-LUZ."

(A) The Hot Air Balloon Company (Edms.) Bpk., Posbus 32, Broederstroom, 0240. (B) The Hot Air Balloon Company (Edms.) Bpk. (C) Vliegopleidingslugdienslisensie F296. Onder "Lugvaartuie wat gebruik gaan word" voeg by: "Cameron 0-160 ZS-HRB, ZS-HRC, Flamboyant AX7-77 ZS-HPP".

(A) The Hot Air Balloon Company (Edms.) Bpk., Posbus 32, Broederstroom, 0240. (B) The Hot Air Balloon Company (Edms.) Bpk. (C) Handelslugdienslisensie W295. Onder "Lugvaartuie wat gebruik gaan word" voeg by: "Cameron 0-160 ZS-HRB, ZS-HRC Flamboyant AX7-77 ZS-HPP".

(A) P. J. van Heerden, Posbus 575, Harismith, 9880. (B) Helicon. (C) Handelslugdienslisensie W251. Onder "Lugvaartuie wat gebruik gaan word" skrap: "Hughes 269 C ZS-HLD" en voeg by "Hughes 269C ZS-HWE".

(19 Oktober 1990)

NOTICE 881 OF 1990**DEPARTMENT OF MANPOWER****LABOUR RELATIONS ACT, 1956****APPLICATION FOR VARIATION OF SCOPE OF
REGISTRATION OF A TRADE UNION**

I, David William James, Industrial Registrar, do hereby, in terms of section 4 (2) as applied by section 7 (5) of the Labor Relations Act, 1956, give notice that an application for the variation of its scope of registration has been received from the Paper, Printing, Wood and Allied Workers' Union. Particulars of the application are reflected in the subjoined table.

Any registered trade union which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Manpower, 123A Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

TABLE

Name of trade Union: Paper, Printing, Wood and Allied Workers' Union.

Date on which application was lodged: 12 February 1990.

Interests and area in respect of which application is made: All employees who are paid weekly and who are employed in the Furniture Industry as undertaken by—

1. Twopal Pine Industries (Pty) Ltd, in the Magisterial District of Boksburg;
2. Afman Bedding (Natal) (Pty) Ltd in the Magisterial District of Durban;
3. Bebel Investments (Pty) Ltd and Cupboard Centre CC, in the Magisterial District of East London;
4. Primfurn Interiors (Pty) Ltd, Elandsfontein, and G. Jancor and Co., Wadeville, in the Magisterial District of Germiston;
5. Transvaal Mattress and Furnishing Company Ltd, Booyens, Edblo (Tvl) Ltd, Industria, Festival Furniture Manufacturers, Industria West, Highpoint Furniture Industries (Pty) Ltd, Industria, Powercraft Upholstery Products (Pty) Ltd, Industria, Rand Upholsterers (Pty) Ltd, Industria, S & S Woodware (Pty) Ltd, Heriotdale, and Woodmet Dashing (Pty) Ltd, Robertsville, in the Magisterial District of Johannesburg;
6. Baileys Furniture Manufacturers (Pty) Ltd, Mason Mill, and Dizzamics (Pty) Ltd, Woodlands, in the Magisterial District of Pietermaritzburg;
7. Bonanza Catering Equipment (Pty) Ltd and Sealy of South Africa (Pty) Ltd, in the Magisterial District of Pietersburg (Tvl);

KENNISGEWING 881 VAN 1990**DEPARTEMENT VAN MANNEKRAG****WET OP ARBEIDSVERHOUDINGE, 1956****AANSOEK OM VERANDERING VAN DIE REGI-
STRASIEBESTEK VAN 'N VAKVERENIGING**

Ek, David William James, Nywerheidsregistrator, maak ingevolge artikel 4 (2) soos toegepas by artikel 7 (5) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om die verandering van sy registrasiebestek ontvang is van die Paper, Printing, Wood and Allied Workers' Union. Besonderhede van die aansoek word in onderstaande tabel verstrek.

Enige geregistreerde vakvereniging wat teen die aansoek beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p.a. die Departement van Mannekrag, Mannekraggebou 123A, Schoemanstraat 215, Pretoria (posadres: Privaatsak X117, Pretoria, 0001).

TABEL

Naam van vakvereniging: Paper, Printing, Wood and Allied Workers' Union.

Datum waarop aansoek ingedien is: 12 Februarie 1990.

Belange en gebied ten opsigte waarvan aansoek gedoen word: Alle werknemers wat weekliks besoldig word en wat in diens is in die Meubelnywerheid soos onderneem deur—

1. Twopal Pine Industries (Edms.) Bpk., in die landdrostdistrik Boksburg;
2. Afman Bedding (Natal) (Edms.) Bpk., in die landdrostdistrik Durban;
3. Bebel Investments (Edms.) Bpk. en Cupboard Centre BK, in die landdrostdistrik Oos-Londen;
4. Primfurn Interiors (Edms.) Bpk., Elandsfontein, en G. Jancor and Co., Wadeville, in die landdrostdistrik Germiston;
5. Transvaal Mattress and Furnishing Company Bpk., Booyens, Edblo (Tvl.) Bpk., Industria, Festival Furniture Manufacturers, Industria-Wes, Highpoint Furniture Industries (Edms.) Bpk., Industria, Powercraft Upholtery Products (Edms.) Bpk., Industria, Rand Upholsterers (Edms.) Bpk., Industria, S & S Woodware (Edms.) Bpk., Heriotdale, en Woodmet Dashing (Edms.) Bpk., Robertsville, in die landdrostdistrik Johannesburg;
6. Baileys Furniture Manufacturers (Edms.) Bpk., Mason Mill, en Dizzamics (Edms.) Bpk., Woodlands, in die landdrostdistrik Pietermaritzburg;
7. Bonanza Catering Equipment (Edms.) Bpk., en Sealy of South Africa (Edms.) Bpk., in die landdrostdistrik Pietersburg (Tvl.);

8. Isaac Brothers Furniture Manufacturing (Pty) Ltd and Madison Upholsterers (Pty) Ltd, Deal Party, in the Magisterial District of Port Elizabeth;
9. Erfdeel Meubelvervaardigers (Edms.) Bpk., Silverton and Motani Industries (Pty) Ltd, in the Magisterial District of Pretoria;
10. Modular Components (Pty) Ltd, in the Magisterial District of Randburg;
11. BF King Manufacturing (Pty) Ltd, in the Magisterial District of Springs;
12. Strandfoam (Pty) Ltd, in the Magisterial District of Wonderboom;
13. Edblo Ltd and Reliable Furniture (Pty) Ltd, in the Magisterial District of Bloemfontein.

For the purposes hereof—

Furniture Industry means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture either in whole or in part of all types of furniture, irrespective of the materials used, the manufacture of bedding and upholstery and includes all associated activities.

Postal address of applicant: Paper, Printing, Wood and Allied Workers' Union, P.O. Box 3258, Johannesburg, 2000.

Office address of applicant: 33 Becker Street, Johannesburg.

Attention is drawn to the following requirements of sections 4 and 7 of the Act:

(a) The representativeness of any trade union which objects to the application shall in terms of section 4 (4) as applied by section 7 (5) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who were in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken into consideration.

(b) The procedure laid down in section 4 (2) must be followed in connection with any objection lodged.

D. W. JAMES,
Industrial Registrar.

(19 October 1990)

8. Isaac Brothers Furniture Manufacturing (Edms.) Bpk., en Madison Upholsterers (Edms.) Bpk., Deal Party, in die landdrostdistrik Port Elizabeth;
9. Erfdeel Meubelvervaardigers (Edms.) Bpk., Silverton, en Motani Industries (Edms.) Bpk., in die landdrostdistrik Pretoria;
10. Modular Components (Edms.) Bpk., in die landdrostdistrik Randburg;
11. BF King Manufacturing (Edms.) Bpk., in die landdrostdistrik Springs;
12. Strandfoam (Edms.) Bpk., in die landdrostdistrik Wonderboom;
13. Edblo Bpk., en Reliable Furniture (Edms.) Bpk., in die landdrostdistrik Bloemfontein.

Vir die doeleindes hiervan beteken—

“Meubelnywerheid”, sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir die vervaardiging, hetsy in die geheel of gedeeltelik, van alle tipes meubels ongeag die materiaal wat gebruik word, en omvat dit onder meer die vervaardiging van beddegoed en stoffering en sluit alle gepaardgaande bedrywighede in.

Posadres van applikant: Paper, Printing, Wood and Allied Workers' Union, Posbus 3258, Johannesburg, 2000.

Kantooradres van applikant: Beckerstraat 33, Johannesburg.

Die aandag word gevestig op onderstaande veristes van artikels 4 en 7 van die Wet:

(a) Die mate waarin 'n beswaarmakende vakvereniging verteenwoordigend is, word ingevolge artikel 4 (4), soos toegepas by artikel 7 (5), bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref, word alleen lede wat ingevolge artikel 1 (2) van die Wet op voormelde datum volwaardig lede was, in aanmerking geneem.

(b) Die prosedure voorgeskryf by artikel 4 (2) moet gevolg word in verband met 'n beswaar wat ingedien word.

D. W. JAMES,
Nywerheidsregistrator.

(19 Oktober 1990)

Use it.

Don't abuse  it.

water is for everybody

Werk mooi daarmee.

Ons leef  daarvan.

water is kosbaar

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