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GOEWERMENTSKENNISGEWINGS

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN ONDERWYS EN KULTUUR

No. 592 **28 Februarie 1992**

VERKLARING VAN OPENBARE SKOOL TOT STAATSONDERSTEUNDE SKOOL

Kragtens die bevoegdheid my verleen by artikel 29 (2A) van die Wet op Onderwysaangeleenthede (Volksraad), 1988 (Wet No. 70 van 1988), verklaar ek, Pieter Gabriel Marais, Minister van Onderwys en Kultuur, hierby die skool in die Bylae tot staatsondersteunde skool met ingang van 22 April 1992.

P. G. MARAIS,
Minister van Onderwys en Kultuur.

BYLAE

TRANSVAAL

Laerskool Krugersdorp-Noord.

DEPARTEMENT VAN PLAASLIKE BESTUUR, BEHUISING EN WERKE

No. 667 **28 Februarie 1992**

WET OP HUURBEHEER, 1976

WYSIGING VAN GOEWERMENTSKENNISGEWING No. 271 VAN 17 JANUARIE 1992: VRYSTELLING VAN SEKERE WONINGS, MOTORHUISE, MOTORSTAANPLEKKE EN BEDIENDEKAMERS VAN HUURBEHEER

Ek, Lucas Johannes Nel, Ministeriële Verteenwoordiger vir Suid- en Oos-Transvaal, Administrasie: Volksraad, handelende kragtens die bevoegdheid my

GOVERNMENT NOTICES

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF EDUCATION AND CULTURE

No. 592 **28 February 1992**

DECLARATION OF PUBLIC SCHOOL AS STATE-AIDED SCHOOL

Under the powers vested in me by section 29 (2A) of the Education Affairs Act (House of Assembly), 1988 (Act No. 70 of 1988), I, Pieter Gabriel Marais, hereby declare the school in the Schedule to be a state-aided school with effect from 22 April 1992.

P. G. MARAIS,
Minister of Education and Culture.

SCHEDULE

TRANSVAAL

Laerskool Krugersdorp-Noord.

DEPARTMENT OF LOCAL GOVERNMENT HOUSING AND WORKS

No. 667 **28 February 1992**

RENT CONTROL ACT, 1976

AMENDMENT OF GOVERNMENT NOTICE No. 271 OF 17 JANUARY 1992: EXEMPTION OF CERTAIN DWELLINGS, GARAGES, PARKING SPACES AND SERVANTS' ROOMS FROM RENT CONTROL

I, Lucas Johannes Nel, Ministerial Representative for the Southern and Eastern Transvaal, Administration: House of Assembly, in accordance with the

verleen by Kennisgewing 1469 van 8 Desember 1989, wysig hierby Goewermentskennisgewing No. 271 van 17 Januarie 1992, soos volg:

Deur—

die woorde "of three calendar months as from the date of exemption" na die woord "period" in die derde reël van die laaste paragraaf van die Engelse weergawe in te voeg.

L. J. NEL,

Ministeriële Verteenwoordiger: Suid- en Oos-Transvaal.

DEPARTEMENT VAN BINNELANDSE SAKE

No. 594 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: MADONSELA NA MAKHUBO

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Sipho Freddie Madonsela, sy eggenote Madisebo Magdeline Madonsela en minderjarige kinders Vusi Richard Madonsela en Nonhlanhla Carol Madonsela, woonagtig te Tshongweni Seksie 1461, Katlehong Woonbuurt, Alberton, te magtig om die van **Makhubo** aan te neem.

No. 595 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: MAPHALALA NA MTHIMKULU

Dit het die Minister van Buitelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Mfaniseni Simon Maphalala, woonagtig te Hilands Trust, Piet Retief, te magtig om die van **Mthimkulu** aan te neem.

No. 596 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: MTONDWANA NA GXEYANE

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), Nomtebe Mtondwana, woonagtig te Murchison Location, Port Shepstone, te magtig om die van **Gxeyane** aan te neem.

No. 597 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: OMAR NA OMAR MOTANI

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), Farid Omar, woonagtig te Sewende Laan 288, Laudium, Pretoria, te magtig om die van **Omar Motani** aan te neem.

powers granted to me by Government Notice 1469, of 8 December 1989, hereby amend Government Notice No. 271 of 17 January 1992, as follows:

By—

the insertion of the words "of three calendar months as from the date of exemption" after the word "period" in the third line of the last paragraph.

L. J. NEL,

Misterial Representative: Southern and Eastern Transvaal.

DEPARTMENT OF HOME AFFAIRS

No. 594 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: MADONSELA TO MAKHUBO

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Sipho Freddie Madonsela, his wife Madisebo Magdeline Madonsela and minor children Vusi Richard Madonsela and Nonhlanhla Carol Madonsela, residing at 1461 Tshongweni Section, Katlehong Township, Alberton, to assume the surname **Makhubo.**

No. 595 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: MAPHALALA TO MTHIMKULU

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Mfaniseni Simon Maphalala, residing at Hilands Trust, Piet Retief, to assume the surname **Mthimkulu.**

No. 596 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: MTONDWANA TO GXEYANE

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 Nomtebe Mtondwana, residing at Murchison Location, Port Shepstone, to assume the surname of **Gxeyane**.

No. 597 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: OMAR TO OMAR MOTANI

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 Farid Omar, residing at 288 Seventh Avenue, Laudium, Pretoria, to assume the surname of **Omar Motani.**

No. 598 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: MADUNGANDABA NA TSHABALALA

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), Sydney Mphikeleli Madungandaba, woonagtig te Mofolo Suid 370, P.O. Dube, te magtig om die van **Tshabalala** aan te neem.

No. 599 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: GORAKNATH NA RAMPERSADH

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), Rajendrapersadh Goraknath, woonagtig te Lot 1509, Marburg Uitbreiding 14, Natal, te magtig om die van **Rampersadh** aan te neem.

No. 600 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: HLEKWAYO NA MANQELE

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Mhlonipheni Bethuel Hlekwayo, woonagtig te Esikhawini Woonbuurt J1792, Empangeni, te magtig om die van **Manqele** aan te neem.

No. 601 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: POWELL NA VAN GIESBERGEN

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Grant Powell, woonagtig te Naudestraat 19, The Orchards-uitbreiding 11, te magtig om die van **Van Giesbergen** aan te neem.

No. 602 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: DLAMINI NA NDLOVU

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Glen Bongani Dlamini, sy eggenote Solani Khangezile Dlamini, woonagtig te Huis 827, Weg 16, Chesterville, te magtig om die van **Ndlovu** aan te neem.

No. 598 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: MADUNGANDABA TO TSHABALALA

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 Sydney Mphikeleli Madungandaba, residing at 370 Mofolo South, P.O. Dube, to assume the surname of **Tshabalala**.

No. 599 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: GORAKNATH TO RAMPERSADH

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 Rajendrapersadh Goraknath, residing at Lot 1509, Marburg Extension 14, Natal, to assume the surname of **Rampersadh**.

No. 600 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: HLEKWAYO TO MANQELE

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Mhlonipheni Bethuel Hlekwayo, residing at J1792 Esikhawini Township, Empangeni, to assume the surname **Manqele.**

No. 601 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: POWELL TO VAN GIESBERGEN

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Grant Powell, residing at 19 Naude Street, The Orchards Extension 11, to assume the surname of **Van Giesbergen**.

No. 602 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: DLAMINI TO NDLOVU

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Glen Bongani Dlamini, his wife Solani Khangezile Dlamini, residing at House 827, Road 16, Chesterville, to assume the surname **Ndlovu.**

No. 603 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: MOLETSANE NA PHELEHU

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Betty Maki Moletsane, woonagtig te Meadowlands Zone 3, 432A, Sandweg, te magtig om die van **Phelehu** aan te neem.

No. 604 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: ABDUL AZIZ NA AZIZ MUHAMMAD

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Ahmed Zuneit Abdul Aziz, sy eggenote Fiaza Abdul Aziz, woonagtig te Stasiestraat 2, Balfour, te magtig om die van **Aziz Muhammad** aan te neem.

No. 605 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: MALULEKE NA MHLONGO

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Andries Maluleke, sy eggenote Christina Maluleke en minderjarige kinders Lawrence McEnroe Maluleke en Balindile Shannette Maluleke, woonagtig te Gijastraat 1243, Daveyton, Benoni, te magtig om die van **Mhlongo** aan te neem.

No. 606 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: MLABA NA MAPHUMULO

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Beaumont Prince Mlaba, sy eggenote Venancia Thoko Mlaba en minderjarige kinders Priscilla Mlaba, Bongani Samuel Mlaba en Nandi Pride Mlaba, woonagtig te Mkomaasstraat 15, Klaarwater woongebied, Pinetown, te magtig om die van **Maphumulo** aan te neem.

No. 607 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: NDLELA NA KHAWULA

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Sifiso Zephania Ndlela, woonagtig te Pelham Senior Primêre Skool, te magtig om die van **Khawula** aan te neem.

No. 603 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: MOLETSANE TO PHELEHU

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Betty Maki Moletsane, residing at 432A Meadowlands Zone 3, Sands Road, to assume the surname of **Phelehu**.

No. 604 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: ABDUL AZIZ TO AZIZ MUHAMMAD

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Ahmed Zuneit Abdul Aziz, his wife Fiaza Abdul Aziz, residing at 2 Station Street, Balfour, to assume the surname of **Aziz Muhammad**.

No. 605 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: MALULEKE TO MHLONGO

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Andries Maluleke, his wife Christina Maluleke and minor children Lawrence McEnroe Maluleke and Balindile Shannette Maluleke, residing at 1243 Gija Street, Daveyton, Benoni, to assume the surname of **Mhlongo**.

No. 606 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: MLABA TO MAPHUMULO

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Beaumont Prine Mlaba, his wife Venancia Thoko Mlaba and minor children Priscilla Mlaba, Bongani Samuel Mlaba and Nandi Pride Mlaba, residing at 15 Mkomaas Street, Klaarwater Township, Pinetown, to assume the surname of **Maphumulo**.

No. 607 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: NDLELA TO KHAWULA

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Sifiso Zephania Ndlela, residing at Pelham Senior Primary School, to assume the surname of **Khawula**.

No. 608 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: GOPANE NA GOPAINE

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Lazarus Daniel Roy Gopane en sy eggenote Desireé Magdeline Gopane, woonagtig te Magnoliastraat 90, Rust-ter-Vaal, Vereeniging, te magtig om die van **Gopaine** aan te neem.

No. 609 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: GWALA NA MEYIWA

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Magama Andries Gwala, woonagtig te Angolaweg 6, Selcourt, Springs, te magtig om die van **Meyiwa** aan te neem.

No. 610 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: MAILER NA CHANNELL

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Philippa Georga Nicola Mailer, woonagtig te Escombelaan 11, Parktown, Johannesburg, te magtig om die van **Channell** aan te neem.

No. 611 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: JEENA NA SALEH

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Ahmed Basieer Jeena, sy eggenote Halima Bibi Saleh en minderjarige kindersTasleema Sali en Yasmin Saleh, woonagtig te Honeysucklestraat 241, Uitbreiding 3, Lenasia, te magtig om die van **Saleh** aan te neem.

No. 612 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: ZINDELA NA KHOZA

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Arthur Thamsanqa Zindela, woonagtig te Orlando-Oos 4429, Soweto, te magtig om die van **Khoza** aan te neem.

No. 608 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: GOPANE TO GOPAINE

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Lazarus Daniel Roy Gopane and his wife Desireé Magdeline Gopane, residing at 90 Magnolia Street, Rust-ter-Vaal, Vereeniging, to assume the surname of **Gopaine**.

No. 609 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: GWALA TO MEYIWA

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Magama Andries Gwala, residing at 6 Angola Road, Selcourt, Springs, to assume the surname of **Meyiwa**.

No. 610 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: MAILER TO CHANNELL

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Philippa Georga Nicola Mailer, residing at 11 Escombe Avenue, Parktown, Johannesburg, to assume the surname of **Channell**.

No. 611 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: JEENA TO SALEH

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Ahmed Basieer Jeena, his wife Halima Bibi Saleh, and minor children Tasleema Sali and Yasmin Saleh, residing at 241 Honeysuckle Avenue, Extension 3, Lenasia, to assume the surname of **Saleh**.

No. 612 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: ZINDELA TO KHOZA

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Arthur Thamsanqa Zindela, residing at 4429 Orlando East, Soweto, to assume the surname **Khoza**.

No. 613 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: MNDAWENI NA MDLALOSE

Dit het die Minister van Binnelandse Sake behartig om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), James Themba Mndaweni, sy eggenote Sindisiwe Mabel Mndaweni en minderjarige kinders Nokukhauya Maureen Ngcobo, Nkululeko Mkhululeni Mndaweni, Katlego Mpumelelo Mndaweni en Fikile Sishange woonagtig te Kunenestraat 999, P.O. Rusloo, Vosloorus, te magtig om die van **Mdlalose** aan te neem.

No. 614 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: DUNCAN NA HILL

Dit het die Minister van Binnelandse Sake behartig om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Anne Bradshawe Duncan, woonagtig te Selbourneweg 47, Randburg, 2194, te magtig om die van **Hill** aan te neem.

No. 615 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: FRANCIS NA AHMED

Dit het die Minister van Binnelandse Sake behartig om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Abbubaker Ahamed Francis, sy eggenote Kurioon Bee Bee Francis en minderjarige kinders Saleem Ahamed Francis, Saleema Francis en Sadeck Francis, woonagtig te Plutoweg 39, Woodhurst, Chatsworth te magtig om die van **Ahmed** aan te neem.

No. 616 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: THABETHE NA MPANZA

Dit het die Minister van Binnelandse Sake behartig om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Isabelo Phillipus Thabethe, woonagtig te Siyathemba-woongebied 582, Balfour, te magtig om die van **Mpanza** aan te neem.

No. 617 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: BALGOBIND NA PANDAY

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Pravin Balgobind, sy eggenote Priscilla Balgobind en minderjarige kinders Prinisha Balgobind, Sherona Balgobind en Kameel Balgobind, woonagtig te Lillifonteinplaas, Thornville, te magtig om die van **Panday** aan te neem.

No. 613 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: MNDAWENI TO MDLALOSE

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise James Themba Mndaweni, his wife Sindisiwe Mabel Mndaweni and his minor children Nokukhauya Maureen Ngcobo, Nkululeko Mkhululeni Mndaweni, Katlego Mpumelelo Mndaweni and Fikile Sishange residing at 999 Kunene Street, P.O. Rusloo, Vosloorus, to assume the surname of **Mdlalose.**

No. 614 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: DUNCAN TO HILL

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Anne Bradshawe Duncan, residing at 47 Selbourne Road, Randburg, 2194, to assume the surname of **Hill.**

No. 615 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: FRANCIS TO AHMED

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Abbubaker Ahamed Francis, his wife Kurioon Bee Bee Francis and minor children Saleem Ahamed Francis, Saleema Francis and Sadeck Francis, residing at 39 Pluto Road, Woodhurst, Chatsworth, to assume the surname of **Ahmed.**

No. 616 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: THABETHE TO MPANZA

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Isabelo Phillipus Thabethe, residing at 582 Siyathemba Township, Balfour, to assume the surname **Mpanza.**

No. 617 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: BALGOBIND TO PANDAY

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Pravin Balgobind, his wife Priscilla Balgobind and minor children Prinisha Balgobind, Sherona Balgobind and Kameel Balgobind, residing at Lillifontein Farm, Thornville, to assume the surname **Panday.**

No. 618 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: MPHAHLELE NA LEGODI

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Lesiba Gererd Mphahlele, woonagtig te Orlando-Oos, 4873, P. O. Orlando, te magtig om die van **Legodi** aan te neem.

No. 619 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: LAWRENCE NA MAKGABO

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Andrew Lawrence, woonagtig te Zone 4, 47E, Meadowlands, te magtig om die van **Makgabo** aan te neem.

No. 620 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: DHLAMINI NA KHUMALO

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Sabata Albert Dhlamini, sy eggenote Maggie Sesie Dhlamini en minderjarige kinders Thokozani Dhlamini en Andries Dhlamini, woonagtig te Zone 5, 8773, Pimville, Soweto, te magtig om die van **Khumalo** aan te neem.

No. 621 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: HLELA TO NDABEZITHA

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Jabulani Robert Hlela, woonagtig te SAP Townhill 7, Montgomery Rylaan, Pietermaritzburg, te magtig om die van **Ndabezitha** aan te neem.

No. 622 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: KOZA NA NYEMBE

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Juluka Enoch Koza, sy eggenote Lillian Koza en minderjarige kind Monde Phambo, woonagtig te Zone 5, 5042, Diepkloof, Soweto, te magtig om die van **Nyembe** aan te neem.

No. 618 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: MPHAHLELE TO LEGODI

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Lesiba Gererd Mphahlele, residing at 4873 Orlando East, P. O. Orlando, to assume the surname **Legodi**.

No. 619 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: LAWRENCE TO MAKGABO

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Andrew Lawrence, residing at 47E Zone 4, Meadowlands, to assume the surname of **Makgabo**.

No. 620 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: DHLAMINI TO KHUMALO

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Sabata Albert Dhlamini, his wife Maggie Sesie Dhlamini and minor children Thokozani Dhlamini and Andries Dhlamini, residing at 8773 Zone 5, Pimville, Soweto, to assume the surname of **Khumalo**.

No. 621 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: HLELA TO NDABEZITHA

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Jabulani Robert Hlela, residing at SAP Townhill 7, Montgomery Dirve, Pietermaritzburg, to assume the surname **Ndabezitha.**

No. 622 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: KOZA TO NYEMBE

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Juluka Enoch Koza, his wife Lillian Koza and minor child Monde Phambo, residing at 5042 Zone 5, Diepkloof, Soweto, to assume the surname **Nyembe.**

No. 623 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: WARELEY NA LENG

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Jerome Valentine Wareley, sy eggenote Majorie Wareley en minderjarige kind Kelly Wareley, woonagtig te Agapanthussingel 17, Beviar, te magtig om die van **Leng** aan te neem.

No. 624 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: ADAMS NA VAN DER BYL

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Mario Shaine Adams, woonagtig te Sunnylaan 7, Eastwood, Pietermaritzburg, te magtig om die van **Van der Byl** aan te neem.

No. 625 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: CRUICKSHANK NA HEERING

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Craig Wayne Cruickshank, sy eggenote Heidi Maria Cruickshank, woonagtig te Rivierside Close 19, Carolstraat, Rembrandt Ridge, Johannesburg, te magtig om die van **Heering** aan te neem.

No. 626 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: MOKOENA NA MTHIMKHULU

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Moferefere David Mokoena, sy eggenote Thabisile Minah Mokoena, woonagtig te Wembezi-woonbuurt 1522, Estcourt, te magtig om die van **Mthimkhulu** aan te neem.

No. 627 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: HAM NA GERTHOFFER-HAM

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Irene Ham en minderjarige kind Lauriance Ham, woonagtig te The Havons 7, Morrisweg 154A, Strathavon, te magtig om die van **Gerthoffer-Ham** aan te neem.

No. 623 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: WARELEY TO LENG

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Jerome Valentine Wareley, his wife Majorie Wareley and minor child Kelly Wareley, residing at 17 Agapanthus Crescent, Beviar, to assume the surname of **Leng**.

No. 624 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: ADAMS TO VAN DER BYL

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Mario Shaine Adams, residing at 7 Sunny Avenue, Eastwood, Pietermaritzburg, to assume the surname of **Van der Byl**.

No. 625 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: CRUICKSHANK TO HEERING

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Craig Wayne Cruickshank, his wife Heidi Maria Cruickshank, residing at 19 Riverside Close, Carol Street, Rembrandt Ridge, Johannesburg, to assume the surname **Heering**.

No. 626 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: MOKOENA TO MTHIMKHULU

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Moferefere David Mokoena, his wife Thabisile Minah Mokoena, residing at 1522 Wembezi Township, Estcourt, to assume the surname of **Mthimkhulu**.

No. 627 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: HAM TO GERTHOFFER-HAM

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Irene Ham and minor child Lauriance Ham, residing at 7 The Havons, 154A Morris Road, Strathavon, to assume the surname of **Gerthoffer-Ham**.

No. 628 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: CHAPMAN NA ANDERSON

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Grant Vernon Chapman, woonagtig te Smutslaan 39, Vereeniging, te magtig om die van **Anderson** aan te neem.

No. 629 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: ENGELBRECHT NA MOORE

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Tessa Engelbrecht, woonagtig te Glenweg 34A, Bramley, te magtig om die van **Moore** aan te neem.

No. 630 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: TSHABALALA NA KEKANA

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Moepone Anna Tshabalala, woonagtig te Kamer 83, Vrou Hostel G2, Alexandra Township, te magtig om die van **Kekana** aan te neem.

No. 631 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: NDWANDWE NA NXUMALO

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Ambrose Mkholiseni Ndwandwe, woonagtig te Orlando-Oos 3118, P. O. Orlando te magtig om die van **Nxumalo** aan te neem.

No. 632 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: MOREIRA NA FORTE GUIMARAES

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Lidia Rosa Christina Guimaraes, woonagtig te Riverweg 21, Morninghill, Bedfordview, te magtig om die van **Forte Guimaraes** aan te neem.

No. 628 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: CHAPMAN TO ANDERSON

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Grant Vernon Chapman, residing at 39 Smuts Avenue, Vereeniging, to assume the surname, **Anderson.**

No. 629 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: ENGELBRECHT TO MOORE

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Tessa Engelbrecht, residing at 34A Glen Road, Bramley, to assume the surname of **Moore.**

No. 630 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: TSHABALALA TO KEKANA

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Moepone Anna Tshabalala, residing at Room 83 G2 Women's Hostel, Alexandra Township, to assume the surname of **Kekana.**

No. 631 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: NDWANDWE TO NXUMALO

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Ambrose Mkholiseni Ndwandwe, residing at 3118 Orlando East, P.O. Orlando, to assume the surname of **Nxumalo.**

No. 632 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: MOREIRA TO FORTE GUIMARAES

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Lidia Rosa Christina Guimaraes, residing at 21 River Road, Morninghill, Bedfordview, to assume the surname of **Forte Guimaraes.**

No. 633 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: KHUZWAYO NA DLAMINI

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Moses Jabu Khuzwayo, sy eggenote Kedibone Patricia Khuzwayo en minderjarige kind Lindi Cynthia Khuzwayo, woonagtig te Diepkloof-uitbreiding 436, Fase 2, Diepkloof, te magtig om die van **Dlamini** aan te neem.

No. 634 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: SCHEEPERS NA SCHALEKAMP

Dit het die Minister van Binnelandse Sake behaag om, kragtens die bepalings van artikel 9 van die Wet op Vreemdelinge, 1937 (Wet 1 van 1937), Coenraad Fredrik Scheepers woonagtig te Elandsfontein, Fochville, te magtig om die van **Schalekamp** aan te neem.

No. 635 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: NDLOVU NA MASUKU

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), Reuben Ndlovu, woonagtig te Zone 2, 2370A, Soweto, te magtig om die van **Masuku** aan te neem.

No. 636 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: MBANGWA NA STONE

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), Theot Mbangwa en sy minderjarige kinders Michelle Mbangwa, Theodrine Mbangwa, Zeni Phoebe Mbangwa en Chantele Naomi Mbangwa, woonagtig te Delphiniumstraat 528, Eersterust, te magtig om die van **Stone** aan te neem.

No. 637 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: GREEFF NA PORTER

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), Trevor Wayne Greeff, woonagtig te Florida Cabanas 90, hoek van Tweede en Hullstraat, Florida, te magtig om die van **Porter** aan te neem.

No. 633 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: KHUZWAYO TO DLAMINI

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Moses Jabu Khuzwayo, his wife Kedibone Patricia Khuzwayo and minor child Lindi Cynthia Khuzwayo, residing at 436 Diepkloof Extension, Phase 2, Diepkloof, to assume the surname of **Dlamini.**

No. 634 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: SCHEEPERS TO SCHALEKAMP

The Minister of Home Affairs has been pleased under the provisions of section 9 of the Aliens Act, 1937 (Act 1 of 1937), to authorise Coenraad Fredrik Scheepers, residing at Elandsfontein, Fochville, to assume the surname **Schalekamp.**

No. 635 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: NDLOVU TO MASUKU

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 Reuben Ndlovu, residing at 2370A Zone 2, Soweto, to assume the surname of **Masuku**.

No. 636 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: MBANGWA TO STONE

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 Theot Mbangwa and his minor children Michelle Mbangwa, Theodrine Mbangwa, Zeni Phoebe Mbangwa and Chantele Naomi Mbangwa, residing at 528 Delphinium Street, Eersterust, to assume the surname of **Stone**.

No. 637 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: GREEFF TO PORTER

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 Trevor Wayne Greeff, residing at 90 Florida Cabans, corner of Second and Hull Streets, Florida, to assume the surname of **Porter**.

No. 638 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: KHANYILE NA NGCOBO

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), Patrick Bhekani Khanyile, sy eggenote Tholani Joyce Khanyile en minderjarige kinders Simangele Ngcobo, Thobekile Ngcobo en Winnie Ngcobo, woonagtig te Viewweg 7, Hillcrest, te magtig om die van **Ngcobo** aan te neem.

No. 639 **28 Februarie 1992**

WET OP VREEMDELINGE, 1937

VANSVERANDERING: VAN DEN BERGH NA BERG

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), Beverley Anne van den Bergh en minderjarige kind Jarred Anthony van den Bergh, woonagtig te Bridgeweg 35, Bramley View, Johannesburg, te magtig om die van **Berg** aan te neem.

DEPARTEMENT VAN BUITELANDSE SAKE

No. 642 **28 Februarie 1992**

GELOOFSBRIEFOORHANDIGING

Hierby word bekendgemaak dat mej. Cornelia Margaretha Swart op Donderdag 13 Februarie 1992 deur die President van die Republiek Letland ontvang is en dat sy by daardie geleentheid haar Geloofsbrief as nie-inwonende Buitengewone en Gevolmagtigde Ambassadeur van die Republiek van Suid-Afrika in Letland oorhandig het.

(4/2/195)

DEPARTEMENT VAN JUSTISIE

No. 644 **28 Februarie 1992**

KENNISGEWING VAN DIE STAATSPRESIDENT VAN DIE REPUBLIEK VAN SUID-AFRIKA

KENNISGEWING VAN VRYWARING KRAGTENS DIE WET OP VRYWARING, 1990 (WET No. 35 VAN 1990)

Kragtens die bevoegdheid my verleen by artikel 2 (1) van die Wet op Vrywaring, 1990 (Wet No. 35 van 1990), verleen ek hierby onvoorwaardelik die vrywaring bedoel in artikel 2 (2) van die genoemde Wet aan Stephen Malcolm Howell, gebore op 21 Mei 1963, ten opsigte van die gebeure waarop die aanklag van diefstal in saak no. 70/91 in die Streekhof te Witbank gebaseer is.

No. 638 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: KHANYILE TO NGCOBO

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 Patrick Bhekani Khanyile, his wife Tholani Joyce Khanyile and minor children Simangele Ngcobo, Thobekile Ngcobo and Winnie Ngcobo, residing at 7 View Road, Hillcrest, to assume the surname of **Ngcobo**.

No. 639 **28 February 1992**

ALIENS ACT, 1937

CHANGE OF SURNAME: VAN DEN BERGH TO BERG

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 Beverley Anne van den Bergh and minor child Jarred Anthony van den Berg, residing at 35 Bridge Road, Bramley View, Johannesburg, to assume the surname of **Berg**.

DEPARTMENT OF FOREIGN AFFAIRS

No. 642 **28 February 1992**

PRESENTATION OF CREDENTIALS

It is hereby notified that Miss Cornelia Margaretha Swart was received by the President of the Republic of Latvia on Thursday 13 February 1992, on which occasion she presented her Letter of Credence as non-resident Ambassador Extra-ordinary and Plenipotentiary of the Republic of South Africa to Latvia.

(4/2/195)

DEPARTMENT OF JUSTICE

No. 644 **28 February 1992**

NOTICE BY THE STATE PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA

NOTICE OF INDEMNITY IN TERMS OF THE INDEMNITY ACT, 1990 (ACT No. 35 OF 1990)

Under the powers vested in me by section 2 (1) of the Indemnity Act, 1990 (Act No. 35 of 1990), I hereby unconditionally grant the indemnity referred to in section 2 (2) of the said Act to Stephen Malcolm Howell, born on 21 May 1963, in respect of the events upon which the charge of theft in case no. 70/91 in the Regional Court at Witbank is founded.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Sewentiende dag van Februarie Eenduisend Negehonderd Twee-en-negentig.

F. W. DE KLERK,
Staatspresident.
Op las van die Staatspresident-in-Kabinet:

H. J. COETSEE,
Minister van die Kabinet.

DEPARTEMENT VAN NASIONALE OPVOEDING

No. 586 **28 Februarie 1992**

WET OP NASIONALE GEDENKWAARDIGHEDE, (No. 28 VAN 1969)

VOORLOPIGE VERKLARING VAN 'N NASIONALE GEDENKWAARDIGHEID

Kragtens artikel 5 (1) (c) van die Wet op Nasionale Gedenkwaardighede, 1969 (Wet No. 28 van 1969), verklaar die Raad vir Nasionale Gedenkwaardighede hierby die eiendom bekend as Erf 769, Ladysmith, tesame met die huis bekend as Keer Weder daarop, soos volledig hieronder beskryf, voorlopig tot nasionale gedenkwaardigheid.

Beskrywing

Die eiendom tesame met die huis bekend as Keer Weder daarop, synde Erf 769, Ladysmith, geleë in die dorp Ladysmith, administratiewe distrik Natal, en groot 4 047 (vierduisend sewe-en-veertig) vierkante meter.

Transportakte T1333/1989, gedateer 23 Januarie 1989.

G. S. HOFMEYR,
Direkteur: Raad vir Nasionale Gedenkwaardighede.

DEPARTEMENT VAN OPENBARE WERKE

No. 640 **28 Februarie 1992**

WET OP REËLING VAN GRONDTITELS, 1979

KENNISGEWING VAN AANWYSING VAN GROND EN VAN INSTELLING VAN 'N GRONDVERDELINGS-KOMITEE: DISTRIK PIET RETIEF

Kragtens die bevoegdheid my verleen by artikel 2 (1) van die Wet op Reëling van Grondtitels, 1979 (Wet 68 van 1979), wys ek, Leon Wessels, Minister van Openbare Werke, 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 6 Januarie 1992 'n grondverdelingskomitee met die naam Evergreen-grondverdelingskomitee: Piet Retief in om met voornoemde aangewese grond ooreenkomstig die bepalings van die Wet te handel.

Tot tyd en wyl die adres van die Evergreen-grondverdelingskomitee: Piet Retief bekend is, kan enige korrespondensie in verband met die aangeleentheid aan die Direkteur-generaal van Openbare Werke, Privaatsak X65, Pretoria, 0001 (Verwysing 2/20/2/18), gerig word vir deursending na genoemde komitee.

L. WESSELS,
Minister van Openbare Werke.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria this Seventeenth day of February, One thousand Nine hundred and Ninety-two.

F. W. DE KLERK,
State President.
By Order of the State President-in-Cabinet:

H. J. COETSEE,
Minister of the Cabinet.

DEPARTMENT OF NATIONAL EDUCATION

No. 586 **28 February 1992**

NATIONAL MONUMENTS ACT, (No. 28 OF 1969)

PROVISIONAL DECLARATION OF A NATIONAL MONUMENT

In terms of section 5 (1) (c) of the National Monuments Act, 1969 (Act 28 of 1969), the National Monuments Council hereby provisionally declares the property known as Erf 769, Ladysmith, together with the house known as "Keer Weder" thereon, as fully described below, to be a national monument.

Description

The property together with the house known as "Keer Weder" thereon, being Erf 769, Ladysmith, situated in the Borough of Ladysmith, Administrative District of Natal, in extent 4 047 (four thousand and forty-seven) square metres.

Deed of Transfer T1333/1989, dated 23 January 1989.

G. S. HOFMEYR,
Director: National Monuments Council.

DEPARTMENT OF PUBLIC WORKS

No. 640 **28 February 1992**

LAND TITLES ADJUSTMENT ACT, 1979

NOTICE OF DESIGNATION OF LAND AND ESTABLISHMENT OF A LAND DIVISION COMMITTEE: DISTRICT OF PIET RETIEF

Under and by virtue of the powers vested in me by section 2 (1) of the Land Titles Adjustment Act, 1979 (Act 68 of 1979), I, Leon Wessels, Minister of Public Works, 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, established with effect from 6 January 1992 a land division committee with the name Evergreen Land Division Committee: Piet Retief to deal with the aforesaid designated land in accordance with the provisions of the Act.

Until such time as the address of the Evergreen Land Division Committee: Piet Retief becomes known, any correspondence relating to the matter may be addressed to the Director-General of Public Works, Private Bag X65, Petoria, 0001 (Reference 2/20/2/18), to be forwarded to the said committee.

L. WESSELS,
Minister of Public Works.

BYLAE

Restant van die plaas Evergreen 425, groot 9345, 8057 hektaar; geleë in die Registrasieafdeling IT, Transvaal.

SCHEDULE

Remainder of the farm Evergreen 425, in extent 945,8057 hectares; situate in the Registration Division IT, Transvaal.

DEPARTEMENT VAN STREEK- EN GRONDSAKE

No. 655 **28 Februarie 1992**

WET OP DEELTITELS, 1986

Kragtens artikel 1 (4) van die Wet op Deeltitels, 1986 (Wet No. 95 van 1986), verklaar ek, Jacob de Villiers, Minister van Streek- en Grondsake, hierby dat die Streekdiensteraad bedoel in artikel 1 van die Wet op Streeksdiensterade, 1985 (Wet No. 109 van 1985) ingestel by Administrateurskennisgewing No. 77 van 25 Mei 1989 (Oranje-Vrystaat), 'n plaaslike owerheid vir die doeleindes van die Wet op Deeltitels, 1986, is.

J. DE VILLIERS,
Minister van Streek- en Grondsake.

DEPARTMENT OF REGIONAL AND LAND AFFAIRS

No. 655 **28 February 1992**

SECTIONAL TITLES ACT, 1986

Under section 1 (4) of the Sectional Titles Act, 1986 (Act No. 95 of 1986) I, Jacob de Villiers, Minister of Regional and Land Affairs, hereby declare the Regional Service Council referred to in section 1 of the Regional Services Councils Act, 1985 (Act No. 109 of 1985), established by Administrator's Notice No. 77 of 25 May 1989 (Orange Free State), to be a local authority for the purposes of the Sectional Titles Act, 1986.

J. DE VILLIERS
Minister of Regional and Land Affairs.

DEPARTEMENT VAN WATERWESE EN BOSBOU

No. 656 **28 Februarie 1992**

SAND-VET-STAATSWATERBEHEERGEBIED: INLYSTINGSRAADVERGADERINGS

Hierby word ingevolge artikel 64 van die Waterwet, 1956 bekendgemaak dat vergaderings van die Inlystingsraad in verband met die lys van belasbare oppervlaktes van die Sand-Vet-staatswaterbeheergebied op die ondergenoemde tye en plekke gehou sal word met die doel om aansprake op opneming in genoemde lys of besware teen enige van die name, eiendomme of oppervlaktes wat daarin voorkom, aan te hoor en daaroor te besluit:

(i) 9:00 op Dinsdag, 17 Maart 1992 in die kantoor van die Eerste Waterbeheerbeampte te Allemanskraaldam.

(ii) 10:00 op Woensdag, 18 Maart 1992 in die Ontspanningsaal by die Administrasiekantore (Sand-Vetsentrum).

Afskrifte van die lys van belasbare oppervlaktes, wat ingevolge artikel 63 (7) van die Waterwet, 1956, opgestel is, sal by die volgende plekke ter insae lê:

(i) Landdroskantoor: Virginia, Virginia Tuine 20, Virginia

(ii) Landdroskantoor: Theunissen, Le Rouxstraat 57, Theunissen

(iii) Die Administrasiekantoor, Sand-Vetsentrum

Enige geregistreerde eienaar van grond binne genoemde Beheergebied wat nie bogemelde vergaderings kan bywoon nie kan enige persoon skriftelik magtig om hom/haar op die vergadering te verteenwoordig.

DEPARTMENT OF WATER AFFAIRS AND FORESTRY

No. 656 **28 February 1992**

SAND-VET GOVERNMENT WATER CONTROL AREA: SCHEDULING BOARD MEETINGS

It is hereby notified in terms of section 64 of the Water Act, 1956, that meetings of the Scheduling board in connection with the schedule of rateable areas of the Sand-Vet Government Water Control Area will be held on the following times and places, for the purpose of hearing and determining claims for inclusion in the said list or objections to any names, properties or areas included therein:

(i) 9:00 on Tuesday, 17 March 1992 in the office of the Principal Water Control Officer at Allemanskraal Dam.

(ii) 10:00 on Wednesday, 18 March 1992 in the Recreation Hall, Sand-Vet Centre.

Copies of the list of rateable areas, prepared in terms of section 63 (7) of the Water Act, 1956, will be lying for inspection at the following places:

(i) The Magistrate's Office: Virginia, Virginia Gardens 20, Virginia

(ii) The Magistrate's Office: Theunissen, 57 Le Roux Street, Theunissen

(iii) The Administration Office Sand-Vet Centre

Any registered owner of land in the said Control Area who is unable to attend the said meetings may authorise any other person, in writing to represent him/her at the meeting.

No. 657 **28 Februarie 1992**

BERGRIVIER - STAATSWATERBEHEERGEBIED: BEPALING INGEVOLGE ARTIKEL 63 (2B) VAN DIE WATERWET, 1956 (WET 54 VAN 1956), VAN DIE MAKSIMUM OMVANG VAN GROND WAT BYKOMEND BY DIÉ BEPAAL INGEVOLGE ARTIKEL 63 (2), BESPROEI KAN WORD IN DIE BERGRIVIER-BESPROEIINGSDISTRIK

Ek, Magnus André de Merindol Malan, in my hoedanigheid van Minister van Waterwese en Bosbou, bepaal hierby, kragtens die bevoegdheid my verleen by artikel 63 (2B) van die Waterwet, 1956 (Wet 54 van 1956), dat ten opsigte van eiendomme geleë in die gedeelte van die Bergrivier-staatswaterbeheergebied wat strek vanaf die Franschhoek-tonneluitlaat tot en met Gedeelte 2 van die plaas Sonquas Doorndrift 648 aan die linkeroewer en die Restant van die plaas Sandleegte 201 aan die regteroewer van die Bergrivier, die maksimum reg op bykomende inlysting wat ingevolge hierdie kennisgewing aangekoop mag word, die volgende is:

(1) (a) 120 ha per eienaar soos in die Aktekantoor geregistreer op datum van hierdie bepaling indien daar geen inlystingsreg ingevolge die bepaling afgekondig by Goewermentskennisgewing 912 van 6 Mei 1983 (soos gewysig) aan sy eiendom(me) toegeken is nie; of

(b) die verskil tussen 120 ha en die inlysting wat reeds aan 'n eienaar se eiendom(me) ingevolge genoemde bepaling toegeken is.

(2) Ten opsigte van die toekennings kragtens paragrawe (1) (a) en (b) geld die volgende voorwaardes:

(a) 'n Voornemende koper van grond wat reeds 'n koopbrief onderteken het nie later nie as drie (3) maande vanaf die datum hiervan, word vir doeleindes van hierdie bepaling ook geag die eienaar te wees van die eiendom(me) daarin vermeld.

(b) Geen toekenning wat ingevolge hierdie bepaling aan die eiendom(me) van 'n voornemende koper in paragraaf (2) (a) hierbo bedoel, gemaak word, word in die lys bedoel in artikel 64 (6) van die Waterwet, 1956, ten opsigte van die Bergrivier-staatswaterbeheergebied opgeneem alvorens sodanige eiendom(me) op sy naam geregistreer is nie.

(c) Geen toekenning wat ingevolge hierdie bepaling aan die eiendom(me) van 'n eienaar gemaak word, word in die lys in paragraaf (2) (b) hierbo bedoel, opgeneem alvorens sodanige eiendom(me) by die Bergrivier-besproeiingsdistrik ingesluit is nie.

(d) 'n Toekenning geskied tot 'n maksimum van die besproeibare grond op 'n bepaalde eiendom soos bepaal deur die Departement van Landbou-ontwikkeling of, in opdrag van genoemde Departement, deur 'n persoon of instansie deur genoemde Departement vir dié doel goedgekeur, in welke geval die ondersoek in dié verband op koste van die applikant geskied en die bevinding onderworpe is aan goedkeuring deur genoemde Departement.

(e) Die reg word voorbehou om in 'n bepaalde geval van 'n applikant te vereis om bevredigende bewys voor te lê dat die onderhawige grond ekonomies besproei kan word.

No. 657 **28 Feburary 1992**

BERG RIVER GOVERNMENT WATER CONTROL AREA: DETERMINATION IN TERMS OF SECTION 63 (2B) OF THE WATER ACT, 1956 (ACT 54 OF 1956), OF THE MAXIMUM EXTENT OF LAND WHICH MAY BE IRRIGATED IN ADDITION TO THAT DETERMINED IN TERMS OF SECTION 63 (2) IN THE BERG RIVER IRRIGATION DISTRICT

I, Magnus André de Merindol Malan, in my capacity as Minister of Water Affairs and Forestry, by virtue of the powers vested in me by section 63 (2B) of the Water Act, 1956 (Act 54 of 1956), hereby determine that, in respect of properties situated in the portion of the Berg River Government Water Control Area which stretches from the Franschhoek Tunnel Outlet up to and including Portion 2 of the farm Sonquas Doorndrift 648 on the left bank and the Remainder of the farm Sandleegte 201 on the right bank of the Berg River, the maximum right to additional scheduling which may be purchased in terms of this notice shall be as follows:

(1) (a) 120 ha per owner as registered at the Deeds Office on the date of this determination if no scheduling rights were allocated to his property(ies) in terms of the determination published by Government Notice 912 of 6 May 1983 (as amended); or

(b) the difference between 120 ha and the scheduling already allocated to an owner's property(ies) in terms of the said determination.

(2) The following conditions shall apply in respect of the allocations in terms of paragraphs (1) (a) and (b):

(a) A prospective buyer of land who has already signed a deed of sale not later than three (3) months from the date hereof shall, for the purposes of this determination, also be deemed to be the owner of the property(ies) mentioned therein.

(b) No allocation made in terms of this determination to the property(ies) of a prospective buyer referred to in paragraph (2) (a) above shall be included in the schedule referred to in section 64 (6) of the Water Act, 1956, in respect of the Berg River Government Water Control Area before the property(ies) is/are registered in his name.

(c) No allocation made in terms of this determination to the property(ies) of an owner shall be included in the schedule referred to in paragraph (2) (b) above before such property(ies) is/are included within the Berg River Irrigation District.

(d) An allocation shall be made to a maximum of the irrigable land on a particular property as determined by the Department of Agricultural Development or, by direction of the said Department, by a person or organisation approved by the said Department for this purpose, in which case the investigation in this connection shall be conducted at the expense of the applicant and the finding shall be subject to the approval of the said Department.

(e) The right to require of an applicant in a specific case to submit satisfactory proof that the land in question can be irrigated economically is reserved.

(f) 'n Aansoek om 'n toekenning word slegs van 'n persoon wat regsbevoeg is ten opsigte van die betrokke eiendom, oorweeg, en bewys daarvan moet die aansoek vergesel.

(g) 'n Aansoek om 'n toekenning ingevolge hierdie bepaling moet die oppervlakte waterreg wat die aansoeker wil aankoop, in hektaar aandui en moet vergesel gaan van—

(i) 'n nieterugbetaalbare deposito van R1 000,00; en

(ii) 'n opgawe, onderskryf deur die Bergrivierbesproeiingsraad, wat vir doeleindes van die toepassing van paragrawe (1) (a), (b) en (2) (i) (bb) alle inlysting toon ten opsigte van al die eiendomme waarvan die aansoeker die geregistreerde eienaar is, insluitende dié wat hy ingevolge 'n koopbrief beoog om aan te koop.

(h) Aansoeke om bykomende inlysting moet binne drie (3) maande vanaf die datum van hierdie kennisgewing by die kantoor van die Streekdirekteur: Wes-Kaap, Privaatsak X9075, Kaapstad, 8000, ingedien word, en 'n aansoeker moet in 'n enkele aansoek aansoek doen om die totale waterreg wat hy ingevolge hierdie bepaling wil aankoop.

(i) As vergoeding vir opname ingevolge artikel 64 (6) van die Waterwet, 1956, in die betrokke lys van enige toekenning kragtens hierdie kennisgewing, is die volgende bedrae by wyse van kontant of 'n bankgewaarborgde tjek betaalbaar binne een (1) jaar na die formele goedkeuring van 'n aansoek deur die Streekdirekteur: Wes-Kaap:

(i) R1 370 per hektaar vir 'n oppervlakte van 1 tot 40 hektaar;

(ii) R1 720 per hektaar vir 'n oppervlakte van meer as 40 hektaar tot 80 hektaar;

(iii) R2 070 per hektaar vir 'n oppervlakte van meer as 80 hektaar tot 120 hektaar:

Met dien verstande dat by die berekening van die vergoeding wat in 'n bepaalde geval betaalbaar is—

(aa) bogenoemde bedrae vas is tot die datum van formele goedkeuring van die aansoek deur die Streekdirekteur: Wes-Kaap, waarna rente teen die toepaslike Tesourie-rentekoers tot die datum van betaling van die verskuldigde bedrag gehef word; en

(bb) enige toegekende inlysting in paragraaf (1) (b) bedoel, by die totale oppervlakte wat ingevolge hierdie kennisgewing verwerf staan te word, getel moet word vir doeleindes van die vasstelling van die been van bogenoemde glyskaal waarteen vergoeding moet geskied.

(j) Die gedeelte van die toekenning waarvoor ingevolge paragraaf (2) (i) betaal is, word vanaf die datum van betaling in die lys bedoel in artikel 64 (6) van die Waterwet, 1956, vir bogemelde Staatswaterbeheergebied opgeneem en daardie inlysting is vanaf daardie datum belasbaar, tensy die betrokke eienaar die verworwe waterreg nie benut nie en sy aansoek ingevolge artikel 63 (7A) van genoemde Wet om die tydelike ontlysting van die oppervlakte wat nie besproei word nie, goedgekeur is.

(f) An application for an allocation shall be considered only from a person who is legally competent in respect of the property concerned, and proof of this shall accompany the application.

(g) An application for an allocation in terms of this determination shall specify, in hectares, the area of the water rights that the applicant wishes to purchase and shall be accompanied by—

(i) a non-refundable deposit of R1 000,00; and

(ii) a statement, endorsed by the Berg River Irrigation Board reflecting for the purposes of implementing paragraphs (1) (a), (b) and (2) (i) (bb), all scheduling in respect of all the properties of which the applicant is the registered owner, including those which he intends to buy in terms of a deed of sale.

(h) Applications for additional scheduling shall be lodged at the office of the Regional Director of the Western Cape, Private Bag X9075, Cape Town, 8000, within three (3) months of the date of this notice, and an applicant shall apply for the total water right that he wishes to purchase in terms of this determination in a single application.

(i) As compensation for the inclusion in the schedule concerned in terms of section 64 (6) of the Water Act, 1956, of any allocation in terms of this notice, the following amounts shall be payable by means of cash or a bank-guaranteed cheque within one (1) year of the formal approval of an application by the Regional Director of the Western Cape:

(i) R1 370 per hectare for an area from 1 to 40 hectares;

(ii) R1 720 per hectare for an area exceeding 40 hectares but not exceeding 80 hectares;

(iii) R2 070 per hectare for an area exceeding 80 hectares but not exceeding 120 hectares:

Provided that in calculating the compensation payable in a specific case—

(aa) the above-mentioned amounts shall be fixed up to the date of formal approval of the application by the Regional Director of the Western Cape, after which interest shall be charged at the applicable Treasury interest rate up to the date of payment of the amount due; and

(bb) any allocated scheduling referred to in paragraph (1) (b) shall be added to the total area which is to be acquired in terms of this notice for the purposes of determining the leg of the above-mentioned sliding scale in accordance with which compensation is to be paid.

(j) That portion of the allocation in respect of which payment has been made in terms of paragraph (2) (i) shall be included, with effect from the date of payment, in the schedule referred to in section 64 (6) of the Water Act, 1956, for the above-mentioned Government Water Control Area, which scheduling shall be rateable as from the date, unless the owner concerned does not utilise the water right acquired and his application in terms of section 63 (7A) of the said Act for the temporary descheduling of the area that is not irrigated has been approved.

(k) Die hoeveelheid water wat jaarliks ingevolge Goewermentskennisgewing 912 van 6 Mei 1983 ten opsigte van een hektaar grond binne die Bergrivierstaatswaterbeheergebied voorsien kan word, geld ook vir 'n toekenning ingevolge hierdie bepaling.

(l) 'n Toekenning ingevolge hierdie bepaling word gebaseer op direkte uitneming uit die Bergrivier en dit onthef nie die betrokke eienaar van die verpligting om die vereiste onttrekkingswerkepermit of enige toepaslike serwituut te bekom nie: Met dien verstande dat dit so 'n eienaar vry staan om in so 'n geval met 'n bevoegde instansie ooreen te kom met betrekking tot die verskaffing aan hom deur gemeenskaplike waterwerke van enige water waarop hy ingevolge hierdie bepaling geregtig is.

(m) 'n Aansoeker aan wie 'n toekenning ingevolge hierdie bepaling gemaak is en wat versuim om binne een (1) jaar na formele goedkeuring van 'n aansoek deur die Streekdirekteur: Wes-Kaap ooreenkomstig die voorskrifte in paragraaf (2) (i) daarvoor te betaal, verloor alle aanspraak op die toekenning of op enige gedeelte daarvan waarvoor nie ooreenkomstig genoemde paragraaf betaal is nie.

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

No. 658 **28 Februarie 1992**

BERGRIVIER-STAATSWATERBEHEERGEBIED: BEPALING INGEVOLGE ARTIKEL 63 (2B) VAN DIE WATERWET, 1956 (WET 54 VAN 1956), VAN DIE MAKSIMUM ONVANG VAN GROND WAT BYKOMEND BY DIÉ BEPAAL INGEVOLGE ARTIKEL 63 (2), BESPROEI KAN WORD IN DIE NOORD-AGTER-PAARL-BESPROEIINGSDISTRIK

Ek, Magnus André de Merindol Malan, in my hoedanigheid van Minister van Waterwese en Bosbou, bepaal hierby, kragtens die bevoegdheid my verleen by artikel 63 (2B) van die Waterwet, 1956 (Wet 54 van 1956), dat ten opsigte van die eiendomme in die Bylae hiervan omskryf en geleë in die Bergrivierstaatswaterbeheergebied en die Noord-Agter-Paarl-besproeiingsdistrik, die maksimum waterreg wat ingevolge hierdie kennisgewing aangekoop kan word wat bykomend by die oppervlaktes toegeken ingevolge die bepaling kragtens artikel 63 (2) van genoemde Wet, afgekondig by Goewermentskennisgewing 912 van 6 Mei 1983 (soos gewysig) besproei kan word, dié oppervlakte is in genoemde Bylae teenoor elke eiendom getoon: Met dien verstande dat hierdie bepaling aan die volgende voorwaardes onderworpe is:

(a) As vergoeding vir opname ingevolge artikel 64 (6) van die Waterwet, 1956, in die betrokke lys ten opsigte van die Bergrivier-staatswaterbeheergebied van enige toekenning kragtens hierdie kennisgewing, is die volgende bedrae betaalbaar:

(i) R1 370 per hektaar vir 'n oppervlakte van 1 tot 40 hektaar;

(ii) R1 720 per hektaar vir 'n oppervlakte van meer as 40 hektaar:

(k) The quantity of water which may be supplied annually in terms of Government Notice 912 of 6 May 1983 in respect of one hectare of land within the Berg River Government Water Control Act shall also apply to an allocation made in terms of this determination.

(l) An allocation made in terms of this determination shall be based on direct abstraction from the Berg River and this shall not exempt the owner concerned from the obligation of obtaining the required abstraction works permit or any applicable servitude: Provided that such owner shall be free in such a case to come to an agreement with a competent body regarding the supply to him by means of joint waterworks of any water to which he is entitled in terms of this determination.

(m) An applicant to whom an allocation has been made in terms of this determination who fails to pay for such allocation within one (1) year of the formal approval of an application by the Regional Director of the Western Cape in accordance with the prescriptions of paragraph (2) (i) shall loose any claim to the allocation or any part thereof for which no payment has been made in accordance with the said paragraph.

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

No. 658 **28 February 1992**

BERG RIVER GOVERNMENT WATER CONTROL AREA: DETERMINATION IN TERMS OF SECTION 63 (2B) OF THE WATER ACT, 1956 (ACT 54 OF 1956), OF THE MAXIMUM EXTENT OF LAND WHICH MAY BE IRRIGATED IN ADDITION TO THAT DETERMINED IN TERMS OF SECTION 63 (2) IN THE NOORD-AGTER-PAARL IRRIGATION DISTRICT

I, Magnus André de Merindol Malan, in my capacity as Minister of Water Affairs and Forestry, by virtue of the powers vested in me by section 63 (2B) of the Water Act, 1956 (Act 54 of 1956), hereby determine that, in respect of the properties defined in the Annexure hereto and situated in the Berg River Government Water Control Area and the Noord-Agter-Paarl Irrigation District, the maximum water right which may be purchased in terms of this notice which may be irrigated in addition to the areas allocated by virtue of the determination in terms of section 63 (2) of the said Act, as published by Government Notice 912 of 6 May 1983 (as amended) shall be that area indicated opposite each property in the said Annexure: Provided that this determination shall be subject to the following conditions:

(a) As compensation for the inclusion in the Schedule concerned in respect of the Berg River Government Water Control Area in terms of section 64 (6) of the Water Act, 1956, of any allocation in terms of this notice, the following amounts shall be payable:

(i) R1 370 per hectare for an area of 1 to 40 hectares;

(ii) R1 720 per hectare for an area exceeding 40 hectares:

Met dien verstande dat by die berekening van die vergoeding wat in 'n bepaalde geval betaalbaar is, bogenoemde bedrae vas is tot die datum van formele goedkeuring van die aansoek deur die Streekdirekteur: Wes-Kaap, waarna rente teen die toepaslike Tesourie-rentekoers tot die datum van betaling van die verskuldigde bedrag gehef word.

(b) 'n Aansoek om 'n toekenning ingevolge hierdie bepaling moet vergesel gaan van 'n nieterugbetaalbare deposito van R1 000 of die volle aankoopprys, indien dit minder as gemelde deposito beloop: Met dien verstande dat 'n toekenning slegs benut en ingelys kan word in die mate waarin daarvoor betaal is by wyse van kontant of 'n bankgewaarborgde tjek: Met dien verstande voorts dat enige gedeelte van 'n toekenning wat gemaak is waarvoor daar binne een (1) jaar vanaf die datum van formele goedkeuring nog nie ten volle betaal is nie, verval.

(c) Die gedeelte van die toekenning waarvoor ingevolge paragraaf (b) betaal is, word vanaf die datum van betaling in die lys bedoel in artikel 64 (6) van die Waterwet, 1956, vir bogemelde Staatswaterbeheergebied opgeneem en daardie inlysting is vanaf daardie datum belasbaar, tensy die betrokke eienaar die verworwe waterreg nie benut nie en sy aansoek ingevolge artikel 63 (7A) van genoemde Wet om die tydelike ontlysting van die oppervlakte wat nie besproei word nie, goedgekeur is.

(d) Aansoeke moet binne drie (3) maande vanaf die datum hiervan ingedien word. Enige aansoek wat daarna ontvang word, sal nie oorweeg word nie. 'n Aansoeker moet in 'n enkele aansoek aansoek doen om die totale inlysting wat hy ingevolge hierdie kennisgewing wil aankoop.

(e) Aansoekvorms moet by die kantoor van die Streekdirekteur: Wes-Kaap, Privaatsak X9075, Kaapstad, 8000, ingedien word.

(f) 'n Maksimum hoeveelheid van 5 000 kubieke meter water kan jaarliks, indien beskikbaar, ten opsigte van elke hektaar verworwe waterreg voorsien word.

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

BYLAE

Eiendom in die Afdeling Paarl	*Waterreg in hektaar*
Gedeelte 3 van Bordje Outspan 174	1,0
Gedeelte 9 van Bordje Outspan 174	0,5
Gedeelte 9 van Bordje 176	1,0
Gedeelte 17 van Bly 180	0,4
Restant van Gedeelte 21 van Bly 180	1,9
Restant van St Martin Annex 381	50,0
Gedeelte 4 van St Martin Annex 381	11,6
Rheebokskloof Hoogte Estate 405	17,0
Langverwacht 410	20,1
Gedeelte 1 van De Hoop 420	3,0
Restant van Bellevue 455	5,0
Restant van Paarl Diamant 459	1,0

Provided that in calculating the compensation payable in a specific case, the above-mentioned amounts shall be fixed up to the date of formal approval of the application by the Regional Director of the Western Cape, after which interest shall be charged at the applicable Treasury interest rate up to the date of payment of the amount due.

(b) An application for an allocation in terms of this determination shall be accompanied by a non-refundable deposit of R1 000 or the full purchase price, if it is less than the aforementioned deposit: Provided that an allocation can be utilised and scheduled only to the extent to which it has been paid for in cash or with a bank-guaranteed cheque: Provided further that any portion of an allocation which has been made and which has not been paid for in full within one (1) year from the date of formal approval shall lapse.

(c) That portion of the allocation in respect of which payment has been made in terms of paragraph (b) shall be included, with effect from the date of payment, in the Schedule referred to in section 64 (6) of the Water Act, 1956, for the said Government Water Control Area and that scheduling shall be rateable as from that date, unless the owner concerned does not utilise the water right acquired and his application in terms of section 63 (7A) of the said Act for the temporary descheduling of the area that is not irrigated has been approved.

(d) Applications shall be submitted within three (3) months from the date hereof. Any application received after that date will not be considered. An applicant shall in a single application apply for the total scheduling which he desires to buy in terms of this notice.

(e) Application forms must be submitted to the office of the Regional Director of the Western Cape, Private Bag X9075, Cape Town, 8000.

(f) A maximum quantity of 5 000 cubic metres of water may be supplied annually, if available, in respect of each hectare of water right acquired.

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

ANNEXURE

Property in the Division of Paarl	*Water right in hectares*
Portion 3 of Bordje Outspan 174	1,0
Portion 9 of Bordje Outspan 174	0,5
Portion 9 of Bordje 176	1,0
Portion 17 of Bly 180	0,4
Remainder of Portion 21 of Bly 180	1,9
Remainder of St Martin Annex 381	50,0
Portion 4 of St Martin Annex 381	11,6
Rheebokskloof Hoogte Estate 405	17,0
Langverwacht 410	20,1
Portion 1 of De Hoop 420	3,0
Remainder of Bellevue 455	5,0
Remainder of Paarl Diamant 459	1,0

Eiendom in die Afdeling Paarl	*Waterreg in hektaar*
Restant van Gedeelte 4 van Paarl Diamant 459	10,0
Gedeelte 6 van De Hoop 805	10,0
Gedeelte 7 van De Hoop 805	7,0
Gedeelte 9 van De Hoop 805	15,0
Plaas 1373	1,6
Rheebokskloof Estate 1450	15,1

No. 659 **28 Februarie 1992**

BERGRIVIER - STAATSWATERBEHEERGEBIED: AFDELINGS STELLENBOSCH, PAARL, MALMESBURY, TULBAGH EN PIKETBERG, KAAPPROVINSIE: UITBREIDING VAN GRENSE

Ek, Magnus André de Merindol Malan, in my hoedanigheid van Minister van Waterwese en Bosbou, verklaar hierby kragtens die bevoegdheid my verleen by artikel 59 (1) van die Waterwet, 1956 (Wet 54 van 1956), dat die grense van die Bergrivier-staatswaterbeheergebied met ingang van datum van publikasie hiervan vir doeleindes van artikel 59 (1) (a) en (b) van gemelde Wet uitgebrei word sodat die eiendomme omskryf in die Bylae hiervan, by genoemde Staatswaterbeheergebied ingesluit word.

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

BYLAE

DIE EIENDOMME WAT DIE UITBREIDING VAN DIE BERGRIVIER - STAATSWATERBEHEERGEBIED, AFDELINGS STELLENBOSCH, PAARL, MALMESBURY, TULBAGH EN PIKETBERG, KAAPPROVINSIE, UITMAAK

Die volgende plase, met alle onderverdelings, vir sover genoemde plase nie reeds by die Bergrivierstaatswaterbeheergebied ingesluit is nie:

Afdeling Paarl
Ongegund 63.
Plaas 67.
Knolle Valley 77.
Blydskap 79.
Diemerskraal-Wes 82.
Diemerskraal-Oos 85.
Rhebokskloof 397.
Waterpoel Hoogte 404.
Rheebokskloof Hoogte Estate 405.
Plaas 438.
Plaas 451.
Plaas 458.
Paarl Diamant 459.
Gedeelte 1 van Otterkuil 466.
Gedeelte 5 van Plaas 767.
Gedeelte 2 van Stellengift 784.
Restant en Gedeeltes 11, 17 en 27 van Simons Vlei 791.
Restant van Sayers 792.
La Paris Estates 890.
La Paris Estates 900.
Plaas 1260.
Koopmanslaagte 1314.
Rhenosterkop 1334.
Plaas 1451.

Property in the Division of Paarl	*Water right in hectares*
Remainder of Portion 4 of Paarl Diamant 459	10,0
Portion 6 of De Hoop 805	10,0
Portion 7 of De Hoop 805	7,0
Portion 9 of De Hoop 805	15,0
Farm 1373	1,6
Rheebokskloof Estate 1450	15,1

No. 659 **28 February 1992**

BERG RIVER GOVERNMENT WATER CONTROL AREA: DIVISIONS OF STELLENBOSCH, PAARL, MALMESBURY, TULBAGH AND PIKETBERG, CAPE PROVINCE: EXTENSION OF BOUNDARIES

I, Magnus André de Merindol Malan, in my capacity as Minister of Water Affaris and Forestry, by vitue of the powers vested in me by section 59 (1) of the Water Act, 1956 (Act 54 of 1956), hereby declare that, with effect from the date of publication hereof, the boundaries of the Berg River Government Water Control Area shall for the purposes of section 59 (1) (a) and (b) of the said Act be extended so as to include the properties defined in the Annexure hereto in the said Government Water Control Area.

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

ANNEXURE

THE PROPERTIES COMPRISING THE EXTENSION OF THE BERG RIVER GOVERNMENT WATER CONTROL AREA, DIVISIONS OF STELLENBOSCH, PAARL, MALMESBURY, TULBAGH AND PIKETBERG, CAPE PROVINCE

The following farms, with all subdivisions, to the extent that the said farms are not yet included in the Berg River Government Water Control Area:

Division of Paarl
Ongegund 63.
Farm 67.
Knolle Valley 77.
Blydskap 79.
Diemerskraal West 82.
Diemerskraal East 85.
Rhebokskloof 397.
Waterpoel Hoogte 404.
Rheebokskloof Hoogte Estate 405.
Farm 438.
Farm 451.
Farm 458.
Paarl Diamant 459.
Portion 1 of Otterkuil 466.
Portion 5 of Farm 767.
Portion 2 of Stellengift 784.
Remainder and Portions 11, 17 and 27 of Simons Vlei 791.
Remainder of Sayers 792.
La Paris Estates 890.
La Paris Estates 900.
Farm 1260.
Koopmanslaagte 1314.
Rhenosterkop 1334.
Farm 1451.

Afdeling Malmesbury

Lange Kloof 489.
Nieuwe Rust 490.
Gedeeltes 1 en 4 van Botterriviers Valley 850.
Gedeeltes 2, 7 en 11 van Woodlands 874.
Vlak Fontein 911.
Drooge Valley 914.
Plaas 994.
Sandgat 1033.
Plaas 1042.

ALGEMENE KENNISGEWINGS

KENNISGEWING 145 VAN 1992

DEPARTEMENT VAN OPENBARE WERKE

KENNISGEWING INGEVOLGE ARTIKEL 8 VAN DIE WET OP REËLING VAN GRONDTITELS, No. 68 VAN 1979

Kennis geskied hiermee ooreenkomstig artikel 8 van die Wet op Reëling van Grondtitels, No. 68 van 1979, dat aansoeke ooreenkomstig artikel 7 van die Wet by die komitee ingedien is welke aansoeke vir 'n tydperk van twee maande ter insae sal lê vanaf 22 Februarie 1992 gedurende kantoorure in die munisipale kantore te Pacaltsdorp, distrik George.

Enigiemand wat teen die toestaan van 'n aansoek beswaar wil maak, word hiermee aangesê om sy/haar beswaar en die gronde daarvoor, gestaaf deur beëdigde verklarings en die stukke wat hy/sy in staat is om voor te lê, skriftelik aan die komitee by onderstaande adres te verstrek binne 'n tydperk van 30 dae na die verstryking van gemelde tydperk van twee maande.

J. P. VAN EEDEN,

Voorsitter: Tweede Pacaltsdorp-grondverdelingskomitee, Planeweg 20, Glen Barrie, George, 6530.

(28 Februarie 1992)

Division of Malmesbury

Lange Kloof 489.
Nieuwe Rust 490.
Portions 1 and 4 of Botterriviers Valley 850.
Portions 2, 7 and 11 of Woodlands 874.
Vlak Fontein 911.
Drooge Valley 914.
Farm 994.
Sandgat 1033.
Farm 1042.

GENERAL NOTICES

NOTICE 145 OF 1992

DEPARTMENT OF PUBLIC WORKS

NOTICE IN TERMS OF SECTION 8 OF THE LAND TITLES ADJUSTMENT ACT, No. 68 OF 1979

Notice is hereby given in terms of section 8 of the Land Titles Adjustment Act, No. 68 of 1979, that applications have been submitted to the committee in terms of section 7 of the said Act which applications will lie for inspection for a period of two months as from 22 February 1992, during office hours in the municipal office at Pacaltsdorp, District of George.

Any person who wishes to object to the granting of an application is called upon to furnish in writing his/her objection and the grounds therefor, supported by sworn declarations and such documents as he/she may be able to submit to the committee at the undermentioned address within a period of 30 days after the expiration of the said period of two months.

J. P. VAN EEDEN,

Chairman: Second Pacaltsdorp Land Division Committee, 20 Plane Road, Glen Barrie, George, 6530.

(28 February 1992)

KENNISGEWING 166 VAN 1992

SUID-AFRIKAANSE RESERWEBANK

Staat van bates en laste op die 31ste dag van Januarie 1992

	1992-01-31	1991-12-31	Verandering
	R	R	R
Laste			
Aandelekapitaal	2 000 000,00	2 000 000,00	—
Reserwefonds	77 831 863,11	77 831 863,11	—
Note in omloop	10 589 439 277,00	11 679 317 184,00	(1 089 877 907,00)
Deposito's:			
Regering	9 668 460 272,19	8 300 380 582,66	1 368 079 689,53
Provinsiale administrasies	360 795 904,54	264 964 267,02	95 831 637,52
Depositonemende instellings	491 281 070,99	761 717 612,98	(270 436 541,99)
Ander	86 977 879,63	90 919 913,35	(3 942 033,72)
Ander laste	7 229 425 121,15	7 143 214 894,16	86 210 226,99
	R28 506 211 388,61	**28 320 346 317,28**	**185 865 071,33**
Bates			
Goud	5 810 233 058,70	5 689 771 591,81	120 461 466,89
Buitelandse bates	3 553 848 585,87	2 462 627 375,60	1 091 221 210,27
Totaal aan goud en buitelandse bates	**9 364 081 644,57**	**8 152 398 967,41**	**1 211 682 677,16**

Laste	**1992-01-31** R	**1991-12-31** R	**Verandering** R
Binnelandse bates:			
Gediskonteerde wissels	1 820 156 205,51	2 773 916 205,51	(953 760 000,00)
Lenings en voorskotte:			
Regering	—	—	—
Ander	1 185 829 770,32	1 156 663 358,55	29 166 411,77
Sekuriteite:			
Regering	507 309 153,73	430 983 309,23	76 325 844,50
Ander	1 134 985 045,00	1 134 985 045,00	—
Ander bates	14 493 849 569,48	14 671 399 431,58	(177 549 862,10)
	R28 506 211 388,61	**28 320 346 317,28**	**185 865 071,33**
Rand per fyn ons	898,15	879,36	18,79
Goudbesit in fyn onse	6 469 112	6 470 355	(1 243)

Pretoria, 7 Februarie 1992.

C. J. SWANEPOEL,
Hoofbestuurder.

NOTICE 166 OF 1992

SOUTH AFRICAN RESERVE BANK

Statement of assets and liabilities on the 31st day of January 1992

Liabilities	**1992-01-31** R	**1992-12-31** R	**Change** R
Share capital	2 000 000,00	2 000 000,00	—
Reserve fund	77 831 863,11	77 831 863,11	—
Notes in circulation	10 589 439 277,00	11 679 317 184,00	(1 089 877 907,00)
Deposits:			
Government	9 668 460 272,19	8 300 380 582,66	1 368 079 689,53
Provincial administrations	360 795 904,54	264 964 267,02	95 831 637,52
Deposit-taking institutions	491 281 070,99	761 717 612,98	(270 436 541,99)
Other	86 977 879,63	90 919 913,35	(3 942 033,72)
Other liabilities	7 229 425 121,15	7 143 214 894,16	86 210 226,99
	R28 506 211 388,61	**28 320 346 317,28**	**185 865 071,33**
Assets			
Gold	5 810 233 058,70	5 689 771 591,81	120 461 466,89
Foreign assets	3 553 848 585,87	2 462 627 375,60	1 091 221 210,27
Total gold and foreign assets	**9 364 081 644,57**	**8 152 398 967,41**	**1 211 682 677,16**
Domestic assets:			
Discounted bills	1 820 156 205,51	2 773 916 205,51	(953 760 000,00)
Loans and advances:			
Government	—	—	—
Other	1 185 829 770,32	1 156 663 358,55	29 166 411,77
Securities:			
Government	507 309 153,73	430 983 309,23	76 325 844,50
Other	1 134 985 045,00	1 134 985 045,00	—
Other assets	14 493 849 569,48	14 671 399 431,58	(177 549 862,10)
	R28 506 211 388,61	**28 320 346 317,28**	**185 865 071,33**
Rand per fine ounce	898,15	879,36	18,79
Gold holdings in fine ounces	6 469 112	6 470 355	(1 243)

Pretoria, 28 February 1992.

(28 Februarie 1992)/(28 February 1992)

C. J. SWANEPOEL,
General Manager.

KENNISGEWING 167 VAN 1992

PROVINSIALE ADMINISTRASIE VAN DIE KAAP DIE GOEIE HOOP

YZERFONTEIN: VOORGESTELDE KONSTRUKSIE VAN 'N GETYPOEL EN SLEEPHELLING

Ingevolge artikel 3 (5) van die Strandwet, 1935 (Wet 21 van 1935), word hiermee bekendgemaak dat dit die voorneme is om 'n huurooreenkoms met Weskus-streeksdiensteraad aan te gaan waarin voorsiening gemaak word vir die konstruksie van 'n getypoel en sleephelling.

'n Liggingsplan van die gebied wat deur die voorgestelde getypoel en sleephelling 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 30 Maart 1992.

(28 Februarie 1992)

KENNISGEWING 168 VAN 1992

Hiermee word vir algemene inligting bekendgemaak dat die Minister van Buitelandse Sake, ingevolge artikel 4 (c) (i) van die Wet op Diplomatieke Voorregte en Immuniteite, Wet No. 74 van 1989, aan die feitesending afvaardiging van die Internasionale Arbeidsorganisasie (hierna die "IAO" wat die Republiek van Suid-Afrika gedurende die tydperk 7 tot 23 Februarie 1992 besoek, vir die duur van die besoek, die volgende voorregte en immuniteite toestaan: Met dien verstande dat indien so versoek, die IAO van hierdie immuniteite afstand sal doen:

(a) Immuniteite teen persoonlike inhegtenisneming of beslaglegging op persoonlike bagasie;

(b) Immuniteit teen die regsproses van enige aard wat verband hou met die gesproke of geskrewe woord of handelinge verrig in die uitvoering van hul amptelike pligte, welke immuniteite van krag sal bly ongeag of die betrokke persone nie meer op komitees van, of op feitesending van die IAO dien of werksaam is nie;

(c) Dieselfde fasiliteite ten opsigte van valuta en wisselkoers beperkings en ten opsigte van persoonlike bagasie as wat toegeken word aan amptenare van vreemde Regerings op tydelike amptelike sendings;

(d) Onskendbaarheid van dokumentasie wat betrekking het op die werk wat hul vir die IAO verrig.

Voorregte en immuniteite word aan die genoemde feitesending afvaardiging van die IAO toegeken in belang van die Organisasie en nie tot voordeel van die individue self nie. Die IAO sal die reg en verpligting hê om van die immuniteit van enige lid van die feitesending afvaardiging afstand te doen indien dit na die mening van die IAO regpleging sal belemmer, en afstand word daarvan gedoen sonder benadeling van die belange van die IAO.

(28 Februarie 1992)

NOTICE 167 OF 1992

PROVINCIAL ADMINISTRATION OF THE CAPE OF GOOD HOPE

YZERFONTEIN: PROPOSED CONSTRUCTION OF A TIDAL POOL AND A SLIPWAY

Notice is hereby given in terms of section 3 (5) of the Sea-Shore Act, 1935 (Act 21 of 1935), that it is proposed to enter into a lease with West Coast Regional Services Council in which provision is made for the construction of a tidal pool and a slipway.

A locality sketch of the area affected by the proposed tidal pool 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 30 March 1992.

(28 February 1992)

NOTICE 168 OF 1992

It is hereby published for general information that the Minister of Foreign Affairs, in accordance with section 4 (c) (i) of the Diplomatic Privileges and Immunities Act, No. 74 of 1989, has granted to the fact-finding delegation of the International Labour Organisation (hereinafter referred to as "ILO") during the period 7 to 23 February 1992 whilst visiting the Republic of South Africa, the following immunities and privileges: Provided that the ILO shall waive such immunity if requested:

(a) Immunity from personal arrest or seizure of their personal baggage;

(b) In respect of words spoken or written or acts done by them in the performance of legal process of every kind, such immunity to continue notwithstanding that the persons concerned are no longer serving on committees of, or employed on missions for, the ILO;

(c) The same facilities in respect of currency and exchange restrictions and in respect of their personal baggage as are accorded to officials of foreign Governments on temporary official missions;

(d) Inviolability of papars and documents relating to the work on which they are engaged for the ILO.

Privileges and immunities are granted to the said fact-finding delegation of the ILO in the interest of the Organisation and not for the personal benefit of the individuals themselves. The ILO shall have the right and duty to waive the immunity of any member of the fact-finding delegation in any case where in its opinion the immunity would impede the course of justice, and it can be waived without prejudice to the interest of the ILO.

(28 February 1992)

KENNISGEWING 169 VAN 1992

DEPARTEMENT VAN HANDEL EN NYWERHEID

WET OP SKADELIKE SAKEPRAKTYKE, 1988

Ek, David de Villiers Graaff, Adjunkminister van Handel en Nywerheid, handelende namens die Minister van Handel en Nywerheid en van Ekonomiese Koördinering, publiseer hiermee, kragtens artikel 10 (3) van die Wet op Skadelike Sakepraktyke, 1988 (Wet No. 71 van 1988), die verslag van die Sakepraktykekomitee oor die uitslag van die ondersoek deur die Komitee gedoen kragtens Algemene Kennisgewing 18 soos gepubliseer in Staatskoerant No. 12248, gedateer 12 Januarie 1990, soos in die Bylae uiteengesit.

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

NOTICE 169 OF 1992

DEPARTMENT OF TRADE AND INDUSTRY

HARMFUL BUSINESS PRACTICES ACT, 1988

I, David de Villiers Graaff, Deputy Minister of Trade and Industry, acting on behalf of the Minister of Trade and Industry and of Economic Co-ordiantion, do hereby, in terms of section 10 (3) of the Harmful Business Practices Act, 1988 (Act No. 71 of 1988), publish the report of the Business Practices Committee on the result of an investigation made by the Committee pursuant to General Notice 18 as published in Government Gazette No. 12248, dated 12 January 1990, as set out in the Schedule.

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

BYLAE

SAKEPRAKTYKEKOMITEE

VERSLAG INGEVOLGE ARTIKEL 10 (1) VAN DIE WET OP SKADELIKE SAKEPRAKTYKE, 1988 (WET No. 71 VAN 1988)

Verslag No. 9

SUMMER LEISURE INTERNATIONAL BPK. EN THE FLEXI CLUB FOUNDATION

INHOUD

I. Inleiding

Die Sakepraktykekomitee het ingevolge artikel 8 (1) (a) van die Wet op Skadelike Sakepraktyke, 1988 ("die Wet") ondersoek ingestel na die sakepraktyk van Summer Leisure International Ltd ("SLI"), The Flexi Club Foundation ("FC"), mnr. Lawrence Lodewyk Botes ("Botes"), en mnr. William Leonard Spencer Nosworthy ("Nosworthy"). Dié partye het 'n poelstelsel vir tyddeelregte bedryf.

Kennis van die ondersoek is gegee ingevolge artikel 8 (4) van die Wet, onder Algemene Kennisgewing 18 van 1990 soos gepubliseer in *Staatskoerant* No. 12248, van 12 Januarie 1990.

Tydens die ondersoek is navraag gedoen by Botes, Nosworthy, mnr. R. S. Goldstein, vennoot in die prokureursfirma J. Gus Ackerman, FC se prokureurs, en by mnr. M. Arnold, 'n vennoot in die ouditeursfirma Russel Wolpe and Company, ouditeurs van sowel FC as SLI, met betrekking tot die posisie van die ouditering en die vordering met hulle werk namens FC en SLI.

Inligting is ook verkry van mnr. P. Fourie, 'n voormalige administratiewe bestuurder van FC, en mnr. D. Jehring ("Jehring"), 'n voormalige direkteur van Summer Leisure International Holdings en Summer Leisure International Limited, wat op 10 Mei 1989 uit hierdie posisie bedank het. Jehring was 'n assosiaatlid van FC, 'n posisie waaruit hy ook bedank het. Briewe wat van beleggers ontvang is, is nagegaan, asook 'n voorlegging wat ontvang is van advokaat Chris Edeling, voorsitter van 'n Beleggerskomitee ("BK") wat gedurende September 1989 vergader het. 'n Voorlegging is ook van die Vereniging van Eiendom-Eienaars van Suid-Afrika ontvang. Verskeie dokumente en rekords van FC en SLI is ondersoek.

Die ondersoek het 'n gebrek aan behoorlike boeke en rekords van FC en SLI aan die lig gebring. Die verskillende regspersone se sake het ook ineengestrengel geraak. Daar moet genoem word dat daar 'n stryd om beheer oor FC aan die gang was, waartydens beskuldigings en teenbeskuldigings van wangedrag en wanbestuur deur en teen verskeie individue geopper is.

FC is as 'n stigting opgerig deur middel van 'n stigtingsakte gedateer 5 Desember 1987, waarvan Botes, Nosworthy, Jehring en mnr. V. S. Pike ondertekenaars was. Nosworthy is ook tot Voorsitter van die Raad van die Uitvoerende Komitee van FC verkies. Ingevolge die stigtingsakte sou FC se sake deur 'n uitvoerende komitee bestuur word en sou die eerste uitvoerende komitee uit die ondertekenaars van die stigtingsakte bestaan.

SLI was 'n openbare maatskappy wat op 9 April 1981 gestig is; die maatskappy was vroeër bekend as Confederated Property Development Ltd. Botes was 'n direkteur en aandeelhouer van SLI en Nosworthy was die uitvoerende direkteur en 'n assosiaatlid van SLI. SLI is gelikwideer. Nosworthy het die ondersoekbeampte ingelig dat hy en Botes die direkteure van die maatskappy is en dat Nosworthy, Botes en Botes se familie die aandeelhouers van SLI is. Op 1 Februarie 1989 was Botes besturende direkteur van SLI, V. S. Pike die finansiële direkteur en Nosworthy die voorsitter. Jehring was in beheer van besprekings en administrasie.

II. Die partye

Die ondersoek het betrekking gehad op die sakepraktyk van Summer Leisure International Ltd ("SLI"), The Flexi Club Foundation ("FC"), mnr. Lawrence Lodewyk Botes ("Botes") en mnr. William Leonard Spencer Nosworthy ("Nosworthy").

III. Tyddeling en poelstelsels vir tyddeelregte

Tyddeelregte is regte wat spruit uit ooreenkomste tussen verbruikers en tyddeelontwikkelaars wat die verbruiker aanspraak gee op die herhalende okkupasie van 'n perseel vir 'n beperkte duur, welke duur vir 'n bepaalde of onbepaalde tyd kan wees.[1] Die tydperk van okkupasie is tipies 'n vasgestelde tydperk per jaar, soos 'n spesifieke week gedurende die jaar. Die vasgestelde tydperk is 'n jaarlikse herhalende gebeurtenis, sodat die verbruiker 'n reg op herhalende gebruik of huur het, afgewissel met soortgelyke huurooreenkomste van ander verbruikers. Die perseel is gewoonlik 'n eenheid in 'n woonstelkompleks, maar kan ook ander eiendom wees.

Al of net sommige van die woonstelle (wooneenhede) in 'n spesifieke gebou kan vir gebruik deur tyddeelhouers aangewend word. Een gebou kan deur verskillende tyddeelskemas gebruik word. Aangesien woonstelle in een gebou deur verskillende eienaars besit kan word en deel van verskillende eiendomsreg- of okkupasieskemas kan wees, kan daar maklik vrywarring by verbruikers ontstaan oor die aard van 'n spesifieke skema of die identiteit van 'n spesifieke ontwikkelaar.

Dit is nuttig om in terme van konvensionele regsbegrippe te let op die aard van die ooreenkoms tussen diegene wat tyddeelokkupasieregte oordra en lede van die publiek wat sodanige regte verkry. Daar kan dus gevra word hoe hierdie ooreenkoms verband hou met kontrakte soos die koopkontrak, huurkontrak en ander soortgelyke kontrakte.

In die geval van koopkontrakte word daar gewoonlik beoog dat die koper besit sal kry van die voorwerp wat verkoop word en dat hy die eienaar daarvan sal word. Ooreenkomste vir die skepping of oordrag van tyddeelregte word gewoonlik ingeklee in bewoording wat dui op 'n verkoper-koper-verhouding. Dit is moontlik om onliggaamlike sake te verkoop, soos 'n persoonlike reg of 'n vorderingsreg.[2] Dit is billik om te aanvaar dat die meeste verbruikers enige ooreenkoms wat as 'n verkoopkontrak beskryf word, waarskynlik sal gelykstel aan 'n ooreenkoms waarkragtens die verbruiker by lewering 'n eiendomsreg kry wat eise deur derde partye sal weerstaan.

'n Huurkontrak kan beskryf word as 'n kontrak waarkragtens die verhuurder die gebruik en genieting van eiendom aan die huurder verskaf in ruil vir betaling van huur deur die huurder.[3] Regte wat uit 'n huurkontrak voortspruit, is persoonlike regte, wat beteken dat dit as 'n eis teen iemand anders afgedwing kan word. As sodanige persoon nie in staat is om aan die eis te voldoen nie, kan die reg waardeloos wees. In teenstelling met persoonlike regte is saaklike regte teen die hele wêreld afdwingbaar.

Ander toepaslike analogieë met die tyddeelverbruiker se reg op periodieke okkupasie is moontlik 'n ooreenkoms vir die verskaffing van losies in 'n losieshuis of akkommodasie in 'n hotel. Die belangrike verskil tussen hierdie situasies en tyddeel is dat daar in laasgenoemde geval vooruit vir die akkommodasie betaal word. As die verbruiker eiendomsreg verkry, is die vooruitbetaling eenvoudig die teenprestasie vir die eienaarsbelang.

As die verbruiker nie eiendomsreg kry nie, is die tyddeelontwikkelaar se vermoë om sy verpligting oor 'n onbepaalde tydperk in die toekoms na te kom, gevolglik van kritieke belang vir diegene wat waarde gee of die verpligting om dit te doen in ruil vir sodanige okkupasieregte onderneem. As die tyddeelontwikkelaar finansieel ineenstort in die situasie waar die verbruiker se regte nie deur eiendomsreg of andersins beveilig is nie, kan die verbruiker alles verloor wat hy reeds betaal het.

As 'n verhuurder insolvent raak, word die okkupeerder se besitsekerheid bedreig, hoewel daar 'n mate van beskerming is onder die reëls van 'n beginsel soos "huur gaat voor koop".[4] Waar eiendomsreg ingevolge 'n koopkontrak oorgedra is, word die koper se regte nie deur die verkoper se finansiële teenspoed ná die sluiting van die koopkontrak beïnvloed nie. Eiendomsreg verleen dus aan die verbruiker 'n mate van sekuriteit wat die meeste tyddeelkontrakte nooit sal kan verleen nie.

Die Wet op die Beheer van Eiendomstydsdeling, 1983

'n "Tydsdelingbelang" word in die Wet op die Beheer van Eiendomstydsdeling, 1983 (Wet No. 75 van 1983), met betrekking tot 'n eiendomstydsdelingskema omskryf as

> enige reg op of belang in die uitsluitlike gebruik of okkupasie, gedurende bepaalde of bepaalbare tydperke gedurende enige jaar, van akkommodasie.

Die Wet op die Beheer van Eiendomstydsdeling omskryf enige "eiendomstydsdelingskema" as

(a) enige skema, reëling of onderneming waarvolgens tydsdelingbelange vir vervreemding aangebied of vervreem en die benutting van sodanige belange gereël of beheer word, hetsy so 'n skema, reëling of onderneming bedryf word ingevolge 'n aandeleblokskema, 'n skema waarvolgens tydsdelingbelange verbonde aan regte tot lidmaatskap van of van deelname aan enige klub verleen word, 'n tydsdeling-ontwikkelingskema gebaseer op die vervreemding van onverdeelde aandele in 'n eenheid soos omskryf in artikel 1 van die Wet op Deeltitels, 1971 (Wet No. 66 van 1971), of andersins; of

(b) enige skema, reëling of onderneming deur die Minister by kennisgewing in die *Staatskoerant* tot 'n eiendomstydsdelingskema vir die doeleindes van hierdie Wet verklaar, waarvolgens belange in die gebruik of okkupasie van onroerende eiendom, of 'n gedeelte of deel daarvan, wat in die kennisgewing omskryf word, verkoop of verhuur word.

Die Wet op die Beheer van Eiendomstydsdeling poog om deelnemers aan tyddeling se posisie te verbeter deur sekere substantiewe en administratiewe vereistes voor te skryf. Tyddeelbelange kan slegs op geldige wyse vervreem word as die vervreemding vervat is in 'n kontrak wat deur die partye daarby of deur hulle agente wat op hulle skriftelike gesag handel, onderteken is.

Die kontrak moet sekere gespesifiseerde besonderhede bevat, soos 'n beskrywing van die betrokke onroerende eiendom en 'n verklaring of sodanige onroerende eiendom deur die verkoper kragtens eiendomsreg of kragtens 'n huurkontrak gehou word en, in die geval van 'n huurkontrak, die naam en adres van die verhuurder en die duur van die onverstreke tydperk van sodanige huurkontrak.

As die onroerende eiendom met 'n verband beswaar is, moet die kontrak die naam en adres vermeld van die persoon of, in die geval van 'n deelnemingsverband, die naam en adres van die betrokke benoemde maatskappy bedoel in die Wet op Deelnemingsverbande, 1981 (Wet No. 55 van 1981), ten gunste van wie die verband ten tyde van die sluiting van die kontrak geregistreer is.

Daar is sekere bepalings wat ongeldig sal wees as dit in die kontrak voorkom. Dit sluit 'n bepaling in waarvolgens iemand wat namens die verkoper opgetree het in verband met die sluiting van die kontrak of die onderhandelings wat die sluiting van die kontrak voorafgegaan het, as die agent van die koper aangestel word of geag word aangestel te wees.

In die Wet op die Beheer van Eiendomstydsdeling word die uitdrukking "vervreemding" gebruik om na sowel "verkoping" as "verhuring" te verwys. Hierdie verwysing na "verkoping", en ander verwysings na "koper" en "verkoper", dui aan dat tydsdelingbelange vir die doeleindes van die Wet op Beheer van Eiendomstydsdeling as sake gesien word wat gekoop en verkoop kan word.

Advertensies rakende die vervreemding van tydsdelingbelange moet sekere voorgeskrewe inligting bevat, byvoorbeeld volle besonderhede rakende die regsgrondslag waarop tydsdelingbelange in die spesifieke eiendomstydsdelingskema verkry word en die totale aantal jare waartydens 'n voornemende koper van 'n tydsdelingbelang met betrekking tot 'n tydsmodule die reg moet hê om sy regte ten opsigte daarvan uit te oefen.

Wet op die Beheer van Aandeleblokke, 1980

'n "Aandeleblokskema", soos deur die Wet op die Beheer van Aandeleblokke, 1980 (Wet No. 59 van 1980), omskryf beteken 'n skema waarvolgens 'n aandeel 'n reg op of belang in die gebruik van vaste eiendom verleen. Hoewel daar ander maniere is om tyddeelregte te struktureer, het dit geblyk dat aandeleblokskemas die gewildste is.

Ingevolge 'n aandeleblokskema verkry 'n aandeleblokmaatskappy regte op grond en geboue vir gebruik of okkupasie deur die aandeelhouers van die maatskappy. Iets wat verbruikers nie altyd besef nie, is die feit dat 'n maatskappy se bates aan die maatskappy behoort en dat die lede nie regte op die eiendom van die maatskappy het nie. In die geval van 'n aandeleblokmaatskappy kan enige vaste eiendom wat die maatskappy besit of enige van sy regte op vaste eiendom waarvan hy nie die eienaar is nie en ten opsigte waarvan hy 'n aandeleblokskema bedryf, vervreem of gesedeer word slegs met die goedkeuring by spesiale besluit van 'n algemene vergadering van die maatskappy.[5]

Indien 'n aandeel van 'n maatskappy 'n reg op of belang in die gebruik van vaste eiendom of 'n gedeelte van vaste eiendom verleen, word vermoed dat sodanige maatskappy 'n aandeleblokskema bedryf.[6] Die statute van 'n aandeleblokmaatskappy moet bepaal dat 'n lid geregtig is op die gebruik van 'n bepaalde gedeelte van die vaste eiendom ten opsigte waarvan die maatskappy die aandeleblokskema bedryf, op die bedinge en voorwaardes wat vervat is in 'n gebruiksooreenkoms wat tussen die maatskappy en daardie lid aangegaan is.[7] 'n "Gebruiksooreenkoms" word omskryf as 'n ooreenkoms wat 'n reg op of belang in die gebruik van vaste eiendom verleen ten opsigte waarvan 'n aandeleblokskema bedryf word.

As 'n ooreenkoms ingevolge die Wet op die Beheer van Aandeleblokke okkupasiereg aan 'n lid van die maatskappy verleen, is sodanige reg 'n persoonlike reg wat die lid en die aandeleblokmaatskappy magtig om van mekaar die prestasie waarop in die gebruiksooreenkoms ooreengekom is, te eis.

Die Wet op die Beheer van Aandeleblokke bevat verskeie bepalings wat daarop gemik is om aandeelhouers se belange te beskerm. Dit is die plig van 'n aandeleblokmaatskappy se direkteure om te verseker dat sodanige rekeningkundige rekords as wat nodig is om die stand van sake billik weer te gee ten opsigte van die gelde ontvang en bestee deur of namens die maatskappy ten opsigte van die aandeleblokskema wat deur die maatskappy bedryf word, in een van die amptelike tale gehou word.

'n Aandeleblokmaatskappy moet ook met tussenpose van hoogstens ses maande sy boeke en rekords rakende enige betaling wat ten opsigte van leningsverpligtinge deur lede gedoen is, balanseer. Boeke en rekords en finansiële state moet minstens een maal per jaar deur die ouditeur wat ingevolge Hoofstuk X van die Maatskappywet aangewys is, gekontroleer word.

Die meeste skemas waarkragtens tyddeelregte aan verbruikers verleen word, word ingevolge die Wet op die Beheer van Aandeleblokke gestruktureer. Dit beteken dat vir die doel van 'n spesifieke tyddeelskema sodanige verbruikers lede is van 'n aandeleblokmaatskappy en dat hulle okkupasieregte op 'n gebruiksooreenkoms gebaseer word. Die tyddeelregte wat uit 'n gebruiksooreenkoms ingevolge die Wet op die Beheer van Aandeleblokke voortspruit, verleen nie eiendomsreg nie. Die feit dat 'n ooreenkoms ingevolge die Wet op die Beheer van Aandeleblokke gestruktureer word, sal dus nie op sigself die aard van die verbruiker se regte van persoonlike regte na saaklike regte, bv. eiendomsreg, verander nie.

Verbruikers stel soms verkeerdelik hulle aandeleblokregte gelyk met eiendomsregte. Uit die verbruiker se oogpunt gesien, is die onderskeid wat gemaak moet word, egter dié tussen saaklike regte en persoonlike regte. 'n Persoonlike reg is 'n reg ingevolge waarvan die een party van die ander een of ander daad of prestasie kan eis, byvoorbeeld as A iets aan B verkoop, het B dié reg op lewering van die artikel. Dié reg op lewering is 'n persoonlike reg. A se reg op betaling van die prys deur B is ook 'n persoonlike reg teen B. 'n Saaklike reg is egter 'n reg soos eiendomsreg, waar die eienaar die reg het om hoofsaaklik na goeddunke met eiendom te handel en daaroor te beskik. Die eienaar het 'n reg dat niemand met sy eiendomsreg op sy eiendom sal inmeng nie.

Ondernemings soos FC bestuurskemas wat as poelstelsels vir tyddeelregte beskryf kan word. Daar word 'n onderskeid getref tussen poelstelsels en besprekingsbeurse.

In die geval van poelstelsels word tyddeelregte (gewoonlik persoonlike regte) verkry deur 'n enkele liggaam wat die oordraggewer van die regte se plek inneem of voorgee om sy plek in te neem. Sodanige oordraggewers kan byvoorbeeld 'n oorspronklike tyddeelontwikkelaar, 'n persoon aan wie tyddeelregte bemark is, of selfs 'n ander poelorganisasie wat regte oordra wat in sy regteportefeulje vervat is, insluit. 'n Tyddeelverbruiker se reg om sy regte aan 'n ander tyddeelverbruiker of aan 'n poelstelselondernemer oor te dra, word gewoonlik deur sy kontraktuele verhouding met die tyddeelontwikkelaar bepaal.

Soos hierbo aangedui, is die verhouding tussen die tyddeelontwikkelaar (byvoorbeeld 'n aandeleblokmaatskappy) en 'n tyddeelverbruiker (die lid van die aandeleblokmaatskappy) op 'n gebruiksooreenkoms gegrond. Aangesien so 'n reg waarskynlik 'n persoonlike reg is, is die bemarkbaarheid daarvan deur tyddeelverbruikers beperk.

'n Poelstelsel beloof aan deelnemers aan die stelsel die voordeel van die okkupasie waarop die oorspronklike tyddeelverbruikers ingevolge hulle tyddeelregte geregtig was. Tyddeelverbruikers wat okkupasieregte deur 'n poelstelsel bekom, se regte kan egter verskil van dié van die oorspronklike tyddeelverbruikers.

Die (persoonlike) tyddeelregte wat aan die poelorganisasie oorgedra word, is nie dieselfde regte as dié wat die poelorganisasie aan sy klante beskikbaar stel nie. Die aandeleblokregte van die tyddeelhouer wat aan die poelstelselondernemer oorgedra word, kan nie deur dié ondernemer as aandeleblokregte in die poelorganisasie heruitgereik word nie. Dit is dus nie bloot 'n kwessie van die uitruil van regte onder tyddeelhouers nie.

Die tyddeelregte teen die tyddeelontwikkelaar wat aan die poelstelselondernemer oorgedra word, sal waarskynlik uitgewis word wat die oordraggewende tyddeelhouer betref. In ruil vir die tyddeelokkupasieregte wat aan die poelstelselondernemer oorgedra word, word "nuwe" regte aan die houer toegeken, wat gegrond is op 'n kontraktuele verhouding tussen hom en die poelstelselondernemer.

Daar is geen kontraktuele verhouding tussen die tyddeelhouers wat regte aan die ondernemers van poelstelsels oordra en die tyddeelhouers wat regte van sodanige ondernemers verkry nie. Die betrokke kontraktuele verhoudings is dié tussen die tyddeelontwikkelaar en -houer, tussen die tyddeelhouer en die poelstelselondernemer, en tussen die poelstelselondernemer en die nuwe tyddeelhouer.

Tensy aandele in 'n aandeleblokskema aan die nuwe tyddeelhouer oorgedra word, verander die transaksie tussen 'n houer en 'n poelstelselondernemer een soort kontraktuele verhouding met een party in 'n ander soort kontraktuele verhouding met 'n ander party. Aandeleblokregte (een soort persoonlike reg) word verruil vir kwasie-"huurregte", of wat die aard van hierdie regte ook al is.

Die vraag kan ontstaan of die verhouding tussen 'n poelorganisasie en sy lede deur die Wet op die Beheer van Eiendomstydsdeling, Wet No. 75 van 1983, beheer word. Die antwoord op hierdie vraag word slegs bepaal deur die aard van sodanige verhouding en die bepalings van die Wet op die Beheer van Eiendomstydsdeling. As die nodige elemente soos deur die Wet voorgeskryf, in die spesifieke verhouding teenwoordig is, moet die Wet en al sy vereistes van toepassing wees. Met inagneming van die omskrywing van "aandeleblokskema" in artikel 1 van die Wet op die Beheer van Aandeleblokke, kan die bepalings van hierdie Wet ook op sekere poelorganisasies van toepassing wees.

In teenstelling met die oordrag van regte aan poelorganisasies, vernietig die verskaffing van regte deur besprekingsuitruilings nie die tyddeelhouer se oorspronklike tyddeelregte deur dit deur nuwe regte te vervang nie. 'n Besprekingsuitruiling dien as 'n meganisme waardeur tyddeelhouers voordele van hulle tyddeelregte tydelik vir voordele van die tyddeelregte van ander tyddeelhouers verruil.

Die teenprestasie vir tyddeelregte word gewoonlik in die vorm van 'n eenmalige betaling en/of in paaiemente betaal. Die kontrak sluit gewoonlik ook 'n verpligting in om 'n gereelde heffing soos 'n kwartaallikse of jaarlikse heffing te betaal wat vir die instandhouding en onderhoud van die betrokke gebou en fasiliteite gebruik word. Tyddeelskemas en deeltitelskemas het die betaling van heffings in gemeen. Hierdie ooreenkoms kan moontlik bydra tot 'n opvatting onder verbruikers dat tyddeelregte eiendomsregte is.

'n Tyddeelhouer se finansiële verpligting bestaan dus uit twee gedeeltes, naamlik 'n vasgestelde deel (in een bedrag of in paaiemente betaalbaar) en 'n ope of stygende deel (heffings), waarvan die bedrag van tyd tot tyd deur die tyddeelontwikkelaars bepaal en aangepas kan word.

Tyddeelregte word dikwels as sogenaamde beleggings bemark en die bewering word gemaak dat tyddeeltransaksies daartoe dien om koste te beperk wat andersins aan inflasie onderworpe sou wees. Die Kode vir Reklamepraktyk van die Gesagsvereniging vir Reklamestandaarde verklaar dat advertensies vir 'n tyddeelbelang nie tyddeel as 'n belegging vir finansiële en kapitaalwins behoort voor te hou nie, maar eerder as 'n belegging in bekostigbare vakansies.

In 'n verslag oor *timeshare*[8] deur die Direkteur-generaal van Fair Trading word daar opgemerk dat die koste van tyddeling skynbaar nie gunstig vergelyk met die koste van 'n reeks jaarlikse selfhelpvakansies van soortgelyke standaard nie. In sy verslag sê die Direkteur-generaal die volgende: "The availability of timeshare, however, increases the range of options and potential benefits for holidaymakers. The standard of the accommodation, and of the associated facilities, can be higher than people will find on conventional package or self-contained holidays. But prospective purchasers need to give full consideration to the financial implications before committing themselves. The capital outlay is high and is tied up for a long time. Buying with the help of a finance agreement, though apparently more favourable, increases the real cost in the long term. Management charges may also increase more than expected. All of this means that people should think very carefully about buying timeshare. It is important that they should understand what they are doing and be provided with the necessary information to assess the advantages and disadvantages."

Die Komitee is van mening dat bewerings dat tyddeelregte 'n belegging uitmaak, met skeptisisme bejeën moet word tensy sodanige beweringe deur duidelike bewyse gestaaf word.

Die Komitee het verder kennis geneem dat tyddeling dikwels op 'n uiters aggressiewe manier bemark word, wat optrede insluit wat op bedrieglike metodes kan neerkom. Die Komitee het geen inligting ontvang wat aandui watter bemarkingsmetodes deur FC gebruik is nie.

IV. Die sakepraktyk

Die aard van FC se besigheid

FC is 'n organisasie wat tyddeelregte van tyddeelhouers verkry het en die akkommodasie wat ingevolge dié regte verleen is, aan sy lede beskikbaar gestel het. Hy het 'n stelsel bedryf ingevolge waarvan verbruikers wat lid van FC word, daarop geregtig sou wees om die akkommodasieregte te geniet wat voortspruit uit die tyddeelregte wat deur FC beheer is. Die stelsel wat deur FC bedryf is, kan met 'n poel van tyddeelregte vergelyk word waar lede tyddeelregte of geld tot FC bygedra het. Wanneer akkommodasieregte vir geld verkry is, kon fondse wat aldus geskep is, vermoedelik deur FC gebruik word om bykomende okkupasieregte vir gebruik deur sy lede te verkry.

FC het tyddeelregte hoofsaaklik van huidige tyddeelregtehouers (aandeelhouers in verskillende aandeleblokskemas) gekry wat terselfdertyd sy lede geword het, in teenstelling met FC se regstreekse verkryging van tyddeelregte van tyddeelontwikkelaars. Die transaksies waardeur tyddeelregte van sy lede verkry is, word inruilings genoem. Administrasiegelde van R500 was aan FC betaalbaar ten opsigte van inruilings. Nagenoeg die helfte van die lede het uit verbruikers bestaan wat "punte" op krediet gekry het. Die term "punte" beskryf die akkommodasieregte wat verbruikers van FC gekry het in ruil vir geld of aandele in aandeleblokskemas.

Lidmaatskap van FC is deur 'n ooreenkoms verkry waarvolgens die lid 'n bestaande tyddeelreg (inruiling) aan FC oorgedra het in ruil vir akkommodasieregte. In 'n minderheid gevalle het lede regstreeks vir die akkommodasieregte betaal of dié regte ("punte") op krediet gekry as die lid 'n ooreenkoms met FC aangegaan het in die vorm van 'n skulderkenning vir die uitstaande bedrag ten opsigte van enige akkommodasieregte wat verkry is.

FC het ook onderneem om besprekingsversoeke van FC-lede te ontvang en te verwerk en akkommodasie waar beskikbaar aan lede toe te wys uit die voorraad beskikbare akkommodasieregte, en om die toepaslike heffings ten opsigte van die verskillende tyddeeleenhede te betaal.

Hoewel FC eiendomme in oorde direk van eienaars van eiendom kon koop, het die grootste gedeelte van FC se beskikbare poel akkommodasieweke bestaan uit tyddeelbelange wat verkry is van tyddeelverbruikers wat hulle bestaande tyddeelregte ingeruil het vir 'n toewysing van punte wat hulle geregtig sou maak op okkupasieregte in die regtepoel wat deur dié tyddeelinruilings geskep is.

Die skema wat deur FC bedryf is, was een wat na bewering daarop gemik was om 'n beweerde tekortkoming van gewone tyddeelstelsels te oorkom, naamlik dat waar die begunstigdes van tyddeelregte die reg verkry het om elke jaar dieselfde vakansie-akkommodasie op dieselfde tyd en plek te okkupeer, die FC-skema die publiek in staat sou stel om "punte" te kry eerder as die gebruik van spesifieke akkommodasie op 'n spesifieke tyd. Die punte het na bewering die voordeel vir die verbruiker dat dit hom toelaat om sy "punte" op verskillende tye en plekke te gebruik, afhangende van die poelorganisasie se portefeulje en die toewysing van "punte" aan ander lede.

Die fondse wat ontvang is deur wat as 'n "verkoop" van punte voorgehou is, sou na bewering gebruik word om 'n kompleks van bykomende aandeleregte of regte op eiendom te verkry, op welke basis die lede van die klub van tyd tot tyd akkommodasie kon kies. Lede se akkommodasievoordele sou gegrond word op die hoeveelheid punte wat toegewys is. Die toewysing van punte is bepaal kragtens 'n gewigstelsel aangepas volgens 'n skedule wat faktore soos die aard, tipe, ligging, duur en seisoensklassifikasie van die akkommodasie insluit.

Lede wat inruilings bygedra het, het gehelp om die poel van akkommodasievoordele waarop die lede aanspraak kon maak, te vergroot. Lede wat in kontant betaal het of debiteure wat hulle lenings verminder het, het die fondse tot FC se beskikking verhoog, wat vir die verkryging van verdere akkommodasieregte aangewend kon word. Lidmaatskap wat geheel of gedeeltelik op 'n kredietbasis toegeken is, het daartoe gedien om die kring van aanspraakmakers op akkommodasie te vergroot sonder 'n daarmee gepaard gaande toename in die akkommodasievoorraad.

Tensy genoeg fondse vir die verkryging van bykomende okkupasieregte aangewend is, kon die vergrote lidmaatskap wat deur die groepe kontant- en kredietlede meegebring is, die potensiële aantal aansprake op akkommodasie deur lede potensieel vergroot bo die kapasiteit van die poel van akkommodasievoordele onder FC se beheer. Hoewel manipulasie van besprekings 'n poelstelselorganisasie in staat kan stel om die druk van aansprake op nie-beskikbare akkommodasievoordele 'n tyd lank te verlig, is daar duidelik 'n punt waar sodanige manipulasie ondoeltreffend sal word. Hoewel die Komitee geen getuienis ontvang het dat FC in der waarheid van sodanige manipulasie gebruik gemaak het nie, gee baie verbruikers se klagtes dat akkommodasie nie beskikbaar was nie, te kenne dat FC versuim het om 'n behoorlike balans tussen beskikbare akkommodasie en verbruikers se aansprake op akkommodasie te vind.

As FC 'n tekort aan punte wou regstel, en aan die aansprake van al sy lede wou voldoen, sou hy dus, bo en behalwe die beskikbare voordele wat ingeruil is, onbeswaarde of vakante tyddeelregte op 'n voldoende aantal tyddeeleenhede moes verkry, d.w.s. tyddeelregte waarvan die verkryging nie 'n gelyktydige toename in lidmaatskap sou meebring nie. Daar kan uit die klagtes deur verbruikers afgelei word dat FC versuim het om 'n oplossing vir sy tekort aan punte te vind.

Wanneer tyddeelregte aan FC oorgedra is, het hy die verpligting aanvaar om die betaling van heffings aan die bestaande tyddeelontwikkelaars te handhaaf. (Lede is op hulle beurt verplig om 'n heffing aan FC te betaal). Indien die oordragproses voltooi was, sou FC self 'n tyddeelverbruiker word. FC se vermoë om aan sy lede se aansprake te voldoen, het van sy eie posisie as 'n tyddeelverbruiker afgehang. Mits die heffings verskuldig ten opsigte van 'n spesifieke tyddeeleenheid, waarvan 'n lid die tyddeelregte aan FC oorgedra het, gereeld deur FC betaal is (soos hy in die lidmaatskapsooreenkoms onderneem het om te doen), sou FC in staat bly om die okkupasieregte wat aan sodanige eenheid verbonde is, aan lede beskikbaar te stel. FC sou dus min of meer in 'n posisie wees om aan lede se aansprake op akkomodasie te voldoen, mits—

(i) FC die heffings betaal het soos hy onderneem het om te doen;

(ii) FC nie meer besprekings aanvaar het as die beskikbare okkupasieregte in voorraad nie; en

(iii) voldoende bykomende regstreekse aankope van voorraad gedoen is toe dit nodig was, ten einde aan al die lede se aansprake te voldoen.

FC se inkomstebronne was in beginsel soos volg: Eerstens uit kontant wat as volle betaling vir lidmaatskap en akkommodasieregte ontvang is, en tweedens uit die maandelikse betalings van "debiteure", d.w.s. lede wat nie inruilings bygedra het of kontant betaal het nie. Hierdie situasie het die potensiaal gehad om 'n kontantvloeiprobleem te veroorsaak.

Sover vasgestel kon word, is die skulderkennings nooit suksesvol gefaktoreer nie, ten spyte van verskeie pogings om dit te doen. Oordragkoste van nagenoeg R0,4 miljoen wat ten opsigte van inruiltransaksies gedebiteer is, was blykbaar bedoel as 'n beraamde voorafbetaling en verhaling van koste wat nog aangegaan moes word vir die oordrag van tyddeelregte van lede aan FC. Daar is in werklikheid baie min oordragte bewerkstellig.

Soos aangedui, was die ooreenkoms tussen FC en sy lede dat as tyddeelbelange ingeruil word, die verpligting voortaan op FC sou rus om betaling van die heffing rakende die spesifieke tyddeeleenheid te handhaaf. Waar FC tyddeelbelange van nie-beleggers verkry het, sou die verpligting om die heffing te betaal, op FC rus asof hy 'n oorspronklike tyddeelverbruiker was. FC het op groot skaal versuim om aan tyddeelontwikkelaars die heffings te betaal wat betaalbaar was op die regte van die tyddeelhouers wat hulle regte aan FC oorgedra het. Dit het baie verbruikers in die posisie geplaas waar hulle onder verpligting teenoor die tyddeelontwikkelaars van wie hulle regte verkry is, gebly het, ten spyte van die feit dat dié regte na bewering aan FC oorgedra is.

Bemarkingsvoorstellings deur SLI en FC

Bemarkingsliteratuur wat deur SLI versprei is, het beweer dat FC gestig is om lede van 'n veilige vakansiebelegging te voorsien wat die lid in staat sou stel om die mede-eienaar van verbandvrye eiendom te word. Die puntestelsel wat gebruik is, sou lede in staat stel om FC se vakansiebates te benut. Daar is daarop gewys dat 'n soortgelyke vakansieklubpuntestelsel wat in Europa bedryf word, al langer as 25 jaar bestaan en 'n portefeulje van 1 700 woonstelle in 11 lande het vir gebruik deur 50 000 lede, ter waarde van meer as R800 miljoen. 'n Reklamebrosjure van FC meld die 25-jarige bestaan van die vakansiepuntestelsel en bevat die stelling "The holiday system with a proven track record of more than 25 years' successful service". Hoewel daar 'n aantal oppervlakkige ooreenkomste bestaan tussen dié stelsel en die stelsel wat deur FC bedryf is, wat FC se vergelyking van sy stelsel met sulke stelsels nie geregverdig nie.

Daar is ook beweer dat, hoewel FC as 'n stigting gestruktureer is met regserkenning as 'n regspersoon, hy verkies het om deur 'n uitvoerende komitee beheer te word wat die regulasies van die Maatskappywet aanvaar het om die komiteelede te beheer asof hulle direkteure van 'n maatskappye is. Sodanige "aanvaarding" van die regulasies van die Maatskappywet is na die Komitee se mening so vaag dat dit betekenisloos is. In die praktyk beteken dit niks nie. Daar is gesê dat alle rekeningkundige dokumentasie dan ook aan identiese ouditprosedures onderworpe was soos in die geval van 'n openbare maatskappy. Die SLI-maatskappygroep is voorgestel as 'n maatskappy wat al 20 jaar bestaan, met belange in konstruksie, eiendomsontwikkeling, eiendomsverkryging en eiendomsbestuur.

Potensiële lede het die versekering gekry dat die geld wat hulle betaal in 'n prokureur se trustrekening gestort sou word totdat die eiendom verkoop en aan FC oorgedra is. Dit is nie gedoen nie.

Die bemarkingsliteratuur het spesifiek die kwessie van die veiligheid van die belegging opgehaal. Daar is geïmpliseer dat beleggings om die volgende redes veilig is: In die eerste plek sou geld in 'n trustrekening gestort word en die trustee sou die belegging vrystel slegs as daar aan die voorwaardes van die ooreenkoms voldoen is.

In die tweede plek is geld, sodra dit deur die trustee vrygestel is, vrygestel omdat FC eiendom gekoop het en die eiendomsreg van die eiendom dan op naam van FC geregistreer is.

In die derde plek was FC 'n regspersoon wat nie direkteure, aandeelhouers, ens. het nie, maar deur sy administrateure beheer is wat geen regte op enige eiendom van FC het nie. Hierdie verskillende voorstellings was ongetwyfeld bedoel en daarop gemik om voornemende beleggers se vertroue te wen.

Die verhouding tussen FC en SLI

FC en SLI het op 5 Desember 1987, die dag toe FC gestig is, 'n bestuursooreenkoms aangegaan. Ingevolge dié ooreenkoms sou SLI FC se sake bestuur. As deel van hierdie ooreenkoms sou SLI daarop geregtig wees om die eerste dertig persent van die opbrengs van nuwe puntebeleggings as kommissie te benut. SLI sou 'n bedrag van R500 ontvang vir inruilings van bestaande tyddeelbates en sou ook gekrediteer word met punte in waarde gelykstaande aan 10% van die huidige waarde van die eenhede wat ingeruil word. Hy was daarop geregtig om vir sy eie rekening punte aan toekomstige beleggers te verkoop. Dit beteken dat hoewel SLI aangestel is om FC se sake te beheer, hy ook self aktief sou wees in die tipe besigheid wat deur FC bestuur is. FC se hoeveelheid beskikbare akkommodasievoorraad is verder deur hierdie reëling verminder.

Die bestuursooreenkoms het van SLI vereis om heffings van beleggers in te vorder wat ingevolge die beleggings- en okkupasie-ooreenkomste betaal is en om sodanige fondse te gebruik vir die betaling van heffings aan tyddeelontwikkelaars en/of bestuurders van oorde waarvan FC 'n "eienaar" sou word. SLI moes 'n heffingsfonds bedryf en moes van FC vereis om sy bydrae tot sodanige heffingsfonds te betaal waar SLI of sy geassosieerde maatskappye ontwikkelaars van oorde was waarvan FC 'n "eienaar" sou word. SLI was daarop geregtig om akkommodasie wat deur FC besit is en nie deur lede benut is nie, te verhuur. Die huurgeld wat uit sodanige verhuring verkry sou word, moes minus onkoste gekrediteer word aan die heffingsfonds tot voordeel van FC-lede.

FC het onderneem om vakansiebates slegs van SLI of 'n geassosieerde maatskappy of filiaalmaatskappy wat deur SLI genomineer is, aan te koop. FC het ingestem dat die verkryging van sodanige vakansiebates die betrokke maatskappy daarop geregtig sou maak om wins te maak, mits FC nie aan sodanige maatskappy 'n bedrag betaal wat die heersende markwaarde ten tyde van sodanige verkryging oorskry nie.

SLI moes 'n halfjaarlikse verslag wat sy bedrywighede en vordering dek, aan die uitvoerende komitee van FC voorlê nie later nie as vier weke na die einde van elke rekeningkundige tydperk, tesame met 'n volledige stel rekeninge wat alle inkomste en uitgawes in besonderhede uiteensit met 'n balansstaat en al die nodige verduidelikings om die posisie ten volle te kan verstaan. SLI moes behoorlik boekhou namens FC, wat toegang tot sodanige boeke sou hê en ook 'n ouditeur sou aanstel om minstens jaarliks 'n ouditering uit te voer en aan FC verslag te doen oor die uitslag van sodanige ouditering. Dié verpligtinge is nie nagekom nie.

FC en SLI was regtens afsonderlike entiteite, maar hierdie entiteite was onder die effektiewe beheer van Botes en Nosworthy, wat hulle as een entiteit behandel het.

Die ondersoekbeampte het bevind dat die verskillende entiteite as een behandel is, in teenstelling met die algemeen aanvaarde rekeningkundige gebruik en in stryd met die Maatskappywet, 1973.

Die okkupasie- en beleggingsooreenkoms

Die ooreenkomste is gesluit tussen beleggers en FC, wat deur 'n direkteur van SLI verteenwoordig is. Daar was verskillende weergawes van die kontrak, sodat verskillende lede verskillende regte en verpligtinge gehad het. Die ooreenkomsvorm maak daarvoor voorsiening dat die lid se belegging gemaak kan word deur middel van 'n eerste betaling op die dag van die ooreenkoms en daaropvolgende maandelikse paaiemente. Die ooreenkomsvorm verklaar dat alle betalings wat ingevolge die ooreenkoms gedoen word, deur FC aan die prokureurs J. Gus Ackerman oorbetaal sal word.

Sodanige betalings sou in trust gehou word totdat 'n eiendom of eiendomme, waarvan die koopprys gelyk is aan of meer is as die totaal van die beleggings wat aldus vrygestel word, aan FC vrygestel is om FC in staat te stel om oordrag van sodanige eiendom of eiendomme te neem. Deur die verkryging van sodanige eiendomme sou FC eiendomsreg daarop hou namens die lede as begunstigdes van FC. Die prokureurs was egter gemagtig om die eerste dertig persent van die belegging wat kumulatief deur alle lede aan FC gedoen is, vry te stel om FC in staat te stel om verkoopkommissie en bestuursgelde te betaal. Die trustooreenkoms het op die oog af min of geen beperking op FC en SLI se bedrywighede geplaas.

Ingevolge klousule 2.4 van die standaardooreenkoms mag die totale aantal punte wat gedurende een kalenderjaar aan beleggers gekrediteer word, nie 85 persent van die totale aantal punte oorskry nie. In die lig van die ellendige toestand van die rekeningkundige rekords is dit te betwyfel of die bestuur van FC of SLI selfs behoorlik kon vasstel of dié verpligting nagekom is. Selfs as daar aan so 'n beleid voldoen is, kan daar steeds gevra word of dit 'n billike reëling teenoor die lede van 'n poelorganisasie is.

Ingevolge die standaardooreenkoms, wat deel uitmaak van die okkupasie- en beleggingsooreenkoms, het FC gewaarborg dat die portefeulje eenhede nie onder verband sou wees nie en in sy naam geregistreer sou wees. Die Summer Rocks-eiendom was in werklikheid onder verband by Metboard, terwyl bykans al die ander tyddeeleenhede wat deur beleggers ingeruil is, nie in FC se naam geregistreer was nie. FC het verder gewaarborg dat, mits die lid sy verpligtinge nakom, sy okkupasieregte onbepaald sal duur en dat alle heffings of ander belastings wat aan enige regspersoon betaalbaar is, betyds betaal sal word.

Uitgawes wat FC aangaan ten opsigte van sy algemene bestuurskoste en om sy portefeulje van eenhede te handhaaf, sou uit 'n heffingsfonds betaalbaar wees waartoe elke lid 'n bedrag per jaar moes bydra wat gelyk is aan een persent van die kapitaalbedrag van sy belegging.

Die toestand van die boeke van en boekhouding deur FC en SLI

SLI en FC se boeke en rekords is nie behoorlik gehou nie. Toe die rekenmeesters Russel Wolpe en Co., van Roodepoort in Junie of Julie 1989 aangesê is om FC se boeke deur te gaan, het die lopende stel boeke feitlik nie bestaan nie. Dit het nie net die Komitee se ondersoek bemoeilik nie, maar dit ook uiters moeilik gemaak om die werklike toestand van die partye se finansiële sake te bepaal.

Hoewel klousule 3.4 van FC se standaardooreenkoms bepaal dat alle betalings in 'n trustrekening gestort moet word, is nie alle tjeks ten gunste van die prokureurs J. Gus Ackerman getrek nie en is sommige ten gunste van FC en SLI getrek. Dat nie alle betalings wat deur FC of sy besturende agent, SLI, ontvang is, direk in die trustrekening van prokureurs J. Gus Ackerman gestort is nie, blyk uit die feit dat die beweging van gelde deur genoemde trustrekening nagenoeg R265 000 was, hoewel nagenoeg R7 400 000 in werklikheid ontvang is. 'n Onttrekking van R73 928,03 ten gunste van FC op 23 Februarie 1990 het die rekening geledig.

'n Oorsig van heersende omstandighede deur FC se rekenmeesters in daardie stadium (Russel Wolpe & Co., van Roodepoort) het aangedui dat die posisie rakende die ouditering van FC soos aan die einde van Oktober 1989 soos volg was:

Voor die aanstelling van Russel Wolpe & Co., van Roodepoort was mnr. V. Pike die ouditeur. Die rekenmeesters moes verslag doen oor FC se finansiële state vir die tydperk Desember 1987 tot 28 Februarie 1989.

FC se boeke en dokumente is voor Februarie 1989 by die Durbanse kantoor gehou, wat gesluit is na die jaareinde en voordat die ouditering begin het. Alle rekeningkundige rekords is na FC se kantoor in Sandton oorgeplaas toe die kantoor in Durban gesluit is. Die Komitee wys daarop dat daar meningsverskil tussen Botes, Nosworthy en Jehring is oor wie vir die boekhouding en rekords verantwoordelik was.

Toe die rekeningkundige rekords vir ouditering aan die rekenmeesters voorgelê is, was dit in algehele wanorde. Die toestand van die rekeningkundige rekords is soos volg deur die ouditeure beskryf:

(a) Daar was geen dubbelboekhouding vir kontrakte, debiteure, krediteure of vaste bates nie.

(b) 'n "Lêer" is voorgelê wat inskrywings en rekeninge vir vier afsonderlike entiteite bevat.

(c) Daar was geen ouditspore nie.

(d) Daar was geen duidelike basis vir die steekproefkontrolering van die rekords nie. (Volgens die ouditeure is dit die norm dat 'n stel rekeningkundige rekords voorgelê word wat deur stawende kwitansies, kontrole, aanpassings, ens. gesteun word. Die ouditering van rekords sou onder meer 'n hersiening van kontrole, akkuraatheid en geldigheid insluit. Hierdie benadering was egter nie vir FC se ouditering moontlik nie.)

(e) Hoewel state van debiteure beskikbaar was, was die volledigheid en akkuraatheid daarvan onseker.

(f) Beleggerskontrakte, depositostrokies en bankstate was beskikbaar.

Om 'n ouditering van die rekeningkundige rekords te kan doen, het die ouditeure in oorleg met die FC/SLI bestuur besluit dat die rekenmeesters aanvanklik met die rekonstruksie van rekords rakende tyddeelbates en debiteure sou help. Dit sou 'n verskeidenheid prosedures en voorlopige werk insluit.

Volgens die ouditeure het die nodige oordrag van tyddeelbates op naam van FC in baie gevalle (trouens, in feitlik al die gevalle) nog nie plaasgevind nie, en heffings wat aan die verskillende oorde betaalbaar was, was nie betaal nie.

FC se onderneming om 'n ouditering van sy boeke te laat voltooi, is nie gestand gedoen nie toe hy versuim het om uitstaande gelde aan die ouditeursfirma te betaal of om 'n genoegsame waarborg vir die betaling van toekomstige gelde te gee. Die ouditering is gevolglik in November 1989 gestaak.

Die ondersoekbeampte het talle kontanttjeks opgemerk wat R305 302 beloop het vir die tydperk sedert daar met sake begin is tot 28 Februarie 1989, terwyl daar geen dokumentasie verkry kon word nie vir 'n bedrag van R2 221 551.

Die partye se finansiële posisie

By afwesigheid van 'n volledige ouditering en in die lig van die chaotiese toestand van FC se boeke was dit nie moontlik om 'n volledige en akkurate weergawe van FC se finansiële sake saam te stel nie. Die gevolgtrekkings wat aangebied word, is nietemin so ver moontlik geverifieer uit die inligting wat wel beskikbaar is.

Volgens inligting wat deur Jehring verskaf is, het die verkoping van punte deur SLI R26 miljoen beloop en het dit uit twee hoofkomponente bestaan:

Verkope van nuwe punte	R14 miljoen	(voor rente)
Inruilverkope	R12 miljoen	
	R26 miljoen	

Volgens Jehring is administrasiegelde van R500 per tyddeeleenheid wat ingeruil is, in die meeste gevalle gehef om vir die koste van die oordra van die tyddeeleenheid aan FC gebruik te word. In sommige gevalle is dit nie gedoen nie. Jehring beraam volgens die beskikbare dokumente dat die bedrag wat onder hierdie hoof ontvang is, nagenoeg R0,4 miljoen beloop het. Kwitansies van lede (debiteure) vir hulle kontraktuele verpligtinge het R7,4 miljoen beloop, wat totale debiteure van R6,6 miljoen laat voor kansellasies en voorsiening vir oninbare skuld.

Die bates het die volgende behels:

Markwaarde van tyddeeleenhede

Op FC geregistreer	R 0,13 miljoen
Ongeregistreer	R12,20 miljoen
	R12,33 miljoen

Die ouditeure is versoek om 'n verslag te verskaf spesifiek vir 'n vergadering van die belangrikste beleggers wat vir 28 Oktober 1989 belê is. In hierdie verslag, gedateer 26 Oktober 1989, is daar opgemerk dat al die inligting in die tussentydse balansstaat (sien hieronder) die verantwoordelikheid van die bestuur van SLI/FC was. Aangesien die werk oor die algemeen beperk was tot 'n oorsig van die balansstaatwaardes met die doel om die redelikheid daarvan te beraam in vergelyking met die waardes wat geouditeer word, was die oorsig nie 'n ouditering nie en is daar gevolglik geen mening oor die tussentydse balansstaat uitgespreek nie.

Die ouditeure het gemeld dat daar, behoudens die voltooiing van hulle ouditering soos op 28 Februarie 1989, gedurende hierdie nagaan niks onder hulle aandag gekom het wat daarop dui dat die waardes waaroor in die tussentydse balansstaat van FC verslag gedoen is, onredelik is nie. Behoudens die verskillende voorbehoude en kwalifikasies wat uitgespreek is, het die *pro forma* tussentydse balansstaat nietemin 'n prentjie van die betreklik sterk finansiële stand van FC geskilder en 'n oorskot van bates bo laste van R18 205 860 weergegee.

FC se *pro forma* tussentydse balansstaat soos op 31 Augustus 1989, uitgereik op 26 Oktober 1989, bring die volgende syfers aan die lig:

BATES

	R
Debiteure	6 695 199
	6 391 046
Kontrakte	304 153
Heffings	
	78 462
Trustrekening	13 939 521
Tyddeelbates teen kosprys	1 516 278
Belegging: Summer Rocks	157 440
Meubels en toerusting	
	R22 386 900

LASTE

	R	R
Agterstallige heffings aan oorde betaalbaar		281 824
Krediteure vir ander direkte verkrygings		1 565 000
Lenings aan FC		699 500
	R	
E. G. Walsh	27 000	
W. L. S. Nosworthy	252 500	
Evriades	65 000	
L. L. Botes (assosiaatbydrae)	350 000	
W. L. S. Nosworthy (assosiaatbydrae)	5 000	
		140 838
Internasionaal		944 233
Rente en administrasiegelde vir debiteure		550 000
Diverse krediteure en voorsiening vir oordragkoste		
		4 181 040
SURPLUS VAN BATES BO LASTE		**R18 205 860**

Hoewel dit op papier rooskleurig voorgekom het, was die bestuur van FC en SLI reeds in 'n gevorderde stadium van ineenstorting en verbrokkeling. Die bates was denkbeeldig en dit blyk dat alle kontant deur SLI geabsorbeer is. FC se sekretaris is per brief, gedateer 10 Julie 1989, deur die bestuurder van Standard Bank se tak in Wesstraat gewaarsku, ter bevestiging van 'n telefoongesprek met mnr Timmerman van FC, dat die bank nie meer bereid was om geriewe aan die groep maatskappye te voorsien nie en dat alle oortrekkings teen 20 Julie 1989 betaal moes wees. Die bestuurder se brief het gemeld dat beloftes van geouditeerde balansstate nie nagekom is nie. In Augustus 1989 het Jehring met likwidasiestappe teen SLI begin. Botes is per brief, gedateer 17 Augustus 1989, deur Trust Bank in kennis gestel dat rekeningnommer 01 01794 227 8 vir die bedrag van R426 832,69 oortrokke was en dat genoemde bedrag onmiddellik betaalbaar was.

'n Kort opeenvolging van gebeure

Gedurende Desember 1987 het SLI die firma Leisure Exchange International in ruil vir 'n 10%-aandeel in SLI verkry. Jehring was 'n direkteur van Leisure Exchange International en is terselfdertyd as direkteur van SLI aangestel met verantwoordelikheid vir administrasie en besprekings, met sy standplaas in Durban.

Die Property Holiday Club is in November 1988 deur Jehring gestig. Twee rekenmeesters is aan die begin van 1989 opdrag gegee om aandag te gee aan die probleme wat in Durban ondervind is. Hulle pogings het tot die sluiting van die Durbanse kantoor en die oorplasing van die boeke na Johannesburg gelei. Botes beweer dat hy 'n groot poging aangewend het om die finansiële bestuur van die besigheid te herstruktureer en reg te stel, maar dat SLI gelikwideer is as gevolg van 'n misverstand met 'n verhuurder.

Jehring se direkteurskap is in April 1989 beëindig. Jehring het per brief van sy prokureurs aan SLI, gedateer 12 April 1989, aangedui dat hy beoog om met likwidasiestappe teen SLI te begin. Gedurende Julie 1989 was SLI nie meer in staat om sekere werknemers se salarisse te betaal of sy telefoonrekening te vereffen nie. 'n Skikkingsooreenkoms is op 30 Julie 1989 tussen SLI en Jehring aangegaan.

Ingevolge die skikkingsooreenkoms wat tussen SLI (deur Nosworthy verteenwoordig) en Jehring aangegaan is, het SLI onderneem om aan Jehring 'n bedrag van R70 000 te betaal (insluitende 'n bydrae van R10 000 vir Jehring se koste), welke betaling in vier gelyke maandelikse paaiemente van R17 500 vereffen sou word, wat op 7 September 1989 sou begin en daarna op die 7e dag van elke daaropvolgende maand. Ingevolge die skikkingsooreenkoms het Jehring onderneem om die hangende aansoek om die likwidasie van SLI terug te trek. In 'n ooreenkoms wat op dieselfde dag tussen Jehring en Nosworthy gesluit is, het Jehring sy aandelebesit in SLI aan Nosworthy verkoop vir 'n bedrag van R100 000, waarvan die eerste betaling van R50 000 die volgende dag gedoen sou word en die balans van R50 000 in maandelikse paaiement van R12 500 betaal sou word, beginnende op 7 September 1989. Die gekombineerde bedrag wat vanaf 7 September 1989 deur SLI en Nosworthy in maandelikse paaiemente aan Jehring verskuldig was, was dus R30 000.

SLI het afstand gedoen van al sy regte ingevolge die handelsbeperkingsooreenkoms wat op 15 April 1989 deur SLI en Jehring gesluit is. Voorts is die erkenning deur sowel SLI as Jehring dat hulle voortaan in mededinging met mekaar sou wees in die bemarking van tyddeling deur 'n puntestelsel, in die ooreenkoms vermeld, en albei het teenoor die ander onderneem dat hulle mekaar nie sou afkraak nie. Jehring het onderneem om sy aansoek om die likwidasie van SLI terug te trek. Betaling het op 25 Julie 1989 deur J. Gus Ackerman via Trust Bank geskied.

In September 1989 is 'n brief deur ene mnr. G. A. Anderson aan lede van FC gestuur waarin hy sy kommer oor FC se sake uitspreek en kennis gee van 'n voorgestelde vergadering van beleggers wat op 30 September 1989 in Johannesburg gehou sou word. In 'n brief aan lede van FC, gedateer 25 September 1989 en in antwoord op mnr. Anderson se brief, plaas Nosworthy die blaam vir FC se probleme vierkantig op Jehring se skouers en beweer hy dat laasgenoemde se onbevoegdheid in die administrasie van FC se Durbanse kantoor die oorsaak van ongerief vir lede is. In die brief word Jehring ook beskuldig van die pleeg van verskeie onreëlmatighede tot nadeel van FC.

Die beleggerskomitee (BK) is op 'n beleggersvergadering op 30 September 1989 in Johannesburg verkies. Volgens die voorlegging wat van advokaat Edeling ontvang is, was mnr Anderson instrumenteel in die sameroeping van die vergadering deur saam te werk met Jehring wat, nadat hy FC verlaat het, nog 'n vakansieklub gestig het. Die BK se verslag sien die beleggersvergadering as 'n poging van Jehring om die bestuur van FC oor te neem. 'n Beweerde onpartydige komitee is egter verkies.

Hoewel reëlings vir samewerking tussen die bestuur en die BK getref is met die oog daarop om FC se lewensvatbaarheid te handhaaf, het die verhouding tussen die partye vinnig versleg en is dit beëindig te midde van wedersydse verwyte en beskuldigings en teenbeskuldigings van wangedrag.

Nosworthy het op 'n persberig wat op 26 September 1989 in *Starline* verskyn het, gereageer deur per brief, gedateer 26 September 1989, met klublede te kommunikeer. Dié brief het klublede verseker dat hulle beleggings "are entirely secure due to the protection contained in the Foundation Constitution". Die brief het ook aangedui dat die inligting in die persberig foutief is en dat die verslaggewer 'n geleentheid versmaai het om die korrekte feite van FC te kry.

Die BK het 'n tussentydse verslag uitgereik, gedateer 20 Oktober 1989. Die verslag het 'n situasie aangedui wat, minstens op die oog af, rede tot kommer gebied het oor die stabiliteit van die skema en oor FC se vermoë om sy verpligtinge na te kom en die prestasie wat hy onderneem het, te lewer. As FC nie in staat was om lede toegang tot die akkommodasie in oorde te verseker nie, is lede se totale beleggings twyfelagtig. Die tussentydse verslag het onder meer verklaar dat boeke en rekords nie behoorlik gehou is nie; dat die rekenaarstelsel nie in bedryf was nie; dat inruilings nie geregistreer is nie; en dat gelde wat in 'n trustrekening gestort moes word, nie aldus gestort is nie.

Teen die middel van 1989 het die administratiewe struktuur van SLI feitlik inmekaargestort en het slegs 'n klein getal personeel oorgebly. Aan die begin van 1990 het Jehring met die lede van FC in verbinding getree en hulle steun gevra vir sy pogings om FC te red en te laat herleef.

Op 9 Oktober 1990 is 'n vergadering van FC in advokaat C. Edeling se kantoor in Bloemfontein gehou, waar daar besluit is dat die assosiasie van al die assosiate, behalwe mnr. C. Wolhuter en mnr. J. Kay, ingevolge klousule 4.3.7 van die stigtingsakte beëindig moet word. Daar is verder besluit om Holiday Property Club (Pty) Ltd (deur Jehring beheer) aan te stel om FC se administrasie en bedrywighede van dag tot dag te hanteer. As aanvaar word dat die stappe wat gedoen is, regsgeldig is (waaroor die Komitee geen mening uitspreek nie), kan die posisie wat in hierdie stadium deur Holiday Property Club (Pty) Ltd ingeneem word, gesien word as soortgelyk aan SLI se posisie teenoor FC.

Na dié gebeure het Jehring met die bestaande lede van FC in verbinding getree en hulle genooi om hulle lidmaatskap aan Flexi Holiday Club oor te dra, synde "an association not for gain, capable of owning its own property and of suing and being sued in its own name and having perpetual succession, and ... therefore a common law body corporate". Die verhoudingstruktuur wat tussen tyddeelverbruikers en FC bestaan het en die verhoudingstruktuur tussen voormalige lede van FC en die Flexi Holiday Club is in baie opsigte soortgelyk. Die Komitee wys daarop dat Jehring en Flexi Holiday Club se bedrywighede nie deel van sy ondersoek uitgemaak het nie. Die sekuriteit van 'n belegging van dié aard word geraak deur sekere probleme soos in afdeling III beskryf.

Klagtes

FC het versuim om heffings wat verskuldig was, te betaal. Met hulle aankoms by oorde moes lede dikwels eers uitstaande heffings betaal voordat hulle toegelaat is om die perseel te gebruik, iets waarop hulle beweer dat hulle kragtens hulle kontraktuele verhouding met FC en SLI geregtig is.

Talle beleggers het gekla dat hulle briewe aan die bestuur van FC en SLI gerig het waarin hulle hul klagtes geskets en reaksie van die bestuur gevra het. Daar was geen antwoord op sodanige briewe nie en pogings om die bestuur telefonies te bereik, was tevergeefs. Dit is duidelik dat FC/SLI gedurende laat 1989 en die eerste helfte van 1990 'n algehele organisatoriese en administratiewe ineenstorting beleef het.

FC het in klousule 5.1 van sy okkupasie- en beleggingsooreenkoms onderneem om 'n verband ten gunste van beleggers op alle eiendomme in FC se besit te registreer. [9] Geen sodanige verband is geregistreer nie, na bewering weens praktiese probleme. Sekere lede het gekla dat hulle hul heffingstate vir 1988 eers in 1989 ontvang het, en sommige het gekla dat hulle glad geen state ontvang het nie.

Die ondersoekbeampte het uit samesprekings met Nosworthy, mnr. Fourie en mnr. Arnold afgelei dat sowel FC as SLI ernstige kontantvloeiprobleme ondervind het. FC het versuim om oordrag te neem van die meeste van die tyddeelbates wat deur beleggers ingeruil is. Die ondersoekbeampte is van mening dat die belangrikste oorsaak van die kontantvloeiprobleem die feit is dat SLI geregtig was op die eerste 30% opbrengs op nuwe puntebeleggings, as kommissie. Sulke hoë bemarkingskoste is in die tyddeelkonteks nie ongewoon nie.

Daar moet egter in gedagte gehou word dat die tyddeelregte wat aan FC oorgedra is, twee keer aan bemarkingskoste onderworpe was, die eerste keer wanneer die tyddeelregte deur die tyddeelverbruiker bekom is en die tweede keer wanneer die regte deur FC aan sy lede oorgedra is. Buiten ander probleme rakende die sekuriteit van die belegging kon hierdie proses aansienlik tot die verwatering van die waarde van dié regte bygedra het.

Ingevolge hulle verhouding met FC het laasgenoemde deur SLI onderneem om as besprekingsagent vir lede op te tree. Sekere lede het gekla dat, nadat hulle instruksies gegee het vir besprekings wat gedoen moes word, hulle by aankoms by oorde ontdek het dat geen besprekings gedoen is nie.

V. Evaluasie

As die oordragnemer van tyddeelregte wat deur tyddeelhouers oorgedra word, het FC voorgegee dat hy hulle regte sowel as hulle verpligtinge teenoor die tyddeelontwikkelaar aanvaar. Dit het beteken dat FC self 'n tyddeelhouer sou word, natuurlik as daar aangeneem word dat die nodige formaliteite en stappe gedoen is om die oordrag- en registrasieproses te voltooi. FC het in werklikheid versuim om die oordragproses te voltooi rakende die aansienlike meerderheid aandele ten opsigte waarvan lede met oordrag begin het. Dit het lede in 'n onbenydenswaardige posisie geplaas. Hulle was onder die indruk dat hulle kontraktuele verhouding met die tyddeelontwikkelaars beëindig is deur hulle ooreenkoms met FC. Lede het dus die betaling van heffings aan die tyddeelontwikkelaars gestaak.

Die belange van verbruikers wat aan kontraktuele reëlings deelneem, word veral deur die volgende faktore beïnvloed, naamlik voorstellings wat voor die sluiting van die kontrak aan die verbruiker gemaak word, die inhoud van die kontrak self, die werklike prestasie wat gelewer is, die regsaard van die handelsparty (of -partye) by die kontrak, die handelsparty se bedoelings, en sy vermoë om te lewer wat onderneem is.

Voorkontraktuele voorstellings

Voorkontraktuele voorstellings deur FC en SLI was duidelik daarop gemik om by verbruikers 'n geloof en vertroue in die veiligheid van hulle belegging by FC te wek. Die struktuur van die verhouding en die bestuur van die organisasie was egter van so 'n aard dat daar nie aan dié aansprake voldoen kon word nie.

Die ooreenkoms

Die ooreenkomste wat verbruikers gesluit het, was erg eensydig en het gelei tot die totstandkoming van 'n regsverhouding ingevolge waarvan die verbruiker se regte onbeskerm en onbeskermbaar was. Hulle was trouens in 'n swakker posisie as die houer van 'n tyddeelregte in 'n aandeleblokskema.

Die prestasie gelewer

FC/SLI het onderneem om sekere akkommodasieregte op 'n periodieke basis aan verbruikers beskikbaar te stel. Dit is duidelik dat FC/SLI 'n geweldige bestuurs-, administratiewe en rekeningkundige ineenstorting ondervind het, met die gevolg dat baie verbruikers nie dit waarop hulle ooreenkomste met FC hulle geregtig gemaak het, ontvang het nie. In die proses het baie verbruikers aansienlike finansiële verliese gely. Dit sal in baie gevalle nie moontlik wees om die omvang van die verliese te bepaal nie, aangesien verbruikers hulle regte aan Flexi Holiday Club (wat as Flexi-Club handel dryf) oorgedra het.

Om die waarde van sodanige regte vas te stel, moet die netto batewaarde daarvan onder meer vasgestel word. Hoewel sekere bestuurs- en administratiewe dienste deur FC/SLI gelewer is, is die waarde van lede se regte verminder tot die mate van 'n aansienlike deel van die kontant wat aan FC/SLI oorbetaal is, wat alles opgebruik is en onverhaalbaar blyk te wees. Uiteindelik kan die waarde van sodanige regte vasgestel word slegs deur dit te vergelyk met die waardes waartoe dit kon gegroei het as die geld anders belê is, minus die waarde van enige voordele wat ontvang is. Dit sou 'n afsonderlike ondersoek beteken.

Die regsaard van die ontwikkelaar

Hoewel selfs openbare maatskappye onveilige mediums vir verbruikersbeleggings kan wees, is sulke maatskappye nietemin aan sekere rekeningkundige beheermaatreëls en openbaarmakingsvereistes onderworpe. Die Komitee bevind dat die gebruik van die stigting as 'n niestatutêre regspersoon as medium vir verbruikersbeleggings deur die partye onaanvaarbaar is.

Die Maatskappywet bevat 'n aantal bepalings wat 'n mate van beskerming aan verbruikers kan bied. Die Maatskappywet bevat uitvoerige voorskrifte rakende die tipes en vorme van korporatiewe regspersone, hulle regseienskappe, bevoegdhede, grondwetlike reëlings, interne sake, die hou van rekeningkundige rekords, publikasie van jaarlikse finansiële state en likwidasieverrigtinge.

Daarenteen kan 'n stigting se sake met die minimum formaliteite bedryf word. Die kombinasie van formaliteite wat by die bestuur van 'n maatskappy se sake nagekom moet word en die verskillende prosedures wat in werking gestel kan word om die ware toedrag van sake van die maatskappy te bepaal, kan daartoe meehelp dat onreëlmatighede en finansiële swakheid vroeër opgespoor word as wat die geval kan wees by minder gereguleerde entiteite, soos 'n stigting.

Die bestuur van FC/SLI

Die Komitee kon nog nie die volledige feite rondom die ineenstorting van FC vasstel nie. Dit is egter duidelik dat die struktuur van regsverhoudinge wat deur die partye geskep is, nie in belang van verbruikers was nie en feitlik onvermydelik tot 'n ineenstorting moes lei. Die rekeningkundige en bestuursbeheerstelsel wat deur die partye in werking gestel is, was geheel en al onvoldoende om met die groot bedrae geld van die publiek wat deur FC en SLI hanteer is, te handel.

VI. Gevolgtrekking en aanbevelings

Die regsverhouding waartoe verbruikers toegetree het, was tot hulle uiterste nadeel. Die stigting is 'n onvanpaste medium vir die onderhawige tipe ooreenkoms. Die partye se rekeningkundige, bestuurs- en administratiewe praktyke was ondoeltreffend en roekeloos. Geen gronde wat die praktyk in openbare belang regverdig, is gevind nie.

Die Komitee bevind dat die sakepraktyk van die partye 'n skadelike sakepraktyk uitmaak. Die Komitee is ook van mening dat poelstelsels vir tyddeling oor die algemeen ernstige risiko's vir verbruikers inhou.

Die partye het hulle onvermoë getoon om 'n onderneming van die aard van FC en SLI te bestuur deur 'n poelstelsel te bedryf soos in afdeling III beskryf word. As die partye toegelaat sou word om 'n soortgelyke skema te bedryf, is dit waarskynlik dat die niksvermoedende publiek aan verdere verliese blootgestel sal word. As die partye sou besluit om met so 'n stelsel te begin, staan dit hulle egter vry om by die Minister 'n versoekskrif in te dien vir die intrekking van die bevel, wat dan oorweeg kan word onderhewig aan die nodige beskermings- en beheermaatreëls.

Daar word gevolglik aanbeveel dat die Minister—

(a) ingevolge artikel 12 (1) (b) van die Wet die sakepraktyk onwettig verklaar waarvolgens die partye 'n poelstelsel vir tyddeelregte beheer en bestuur, dit wil sê, 'n skema waarvolgens—

(i) die partye, of enige besigheid waarin die partye enige belang het, self of namens hulle of namens 'n derde party, enige reg op of belang in die uitsluitlike gebruik of okkupasie van akkommodasie gedurende bepaalde of bepaalbare tydperke gedurende enige jaar, verkry of aanbied om te verkry; en

(ii) die partye, of enige besigheid waarin die partye enige belang het, aan enige persoon enige reg op of belang in die uitsluitlike gebruik of okkupasie van akkommodasie gedurende vasgestelde of vasstelbare tydperke gedurende enige jaar verleen of voorgee om te verleen;

(b) ingevolge artikel 12 (1) (c) van die Wet die partye gelas om af te sien van die toepassing of voortsetting van enige sakepraktyk soos in paragraaf (a) hierbo beskryf, en om op te hou om enige belang in 'n besigheid of tipe besigheid te hê wat sodanige sakepraktyk toepas of om enige inkomste daaruit te verkry en om daarvan af te sien om te eniger tyd enige belang in 'n besigheid of tipe besigheid wat sodanige sakepraktyk toepas, te verkry of enige inkomste daaruit te verkry.

1. Sien in die algemeen D. W. Butler Time-sharing 27 LAWSA; H. S. Cilliers, M. L. Benade, J. J. Henning, D. H. Botha en E. M. de la Rey *Company Law* 4 uitg. 1982, en J. T. R. Gibson en R. G. Comrie *South African Mercantile and Company Law* 6 uitg 1988.
2. Sien D. F. Mostert, D. J. Joubert en G. Viljoen *Die Koopkontrak* (1972) 28.
3. Sien A. J. Kerr *The Law of Sale and Lease* Butterworth 1984, 163.
4. Huurkontrakte vir tien jaar of langer ten opsigte van onroerende eiendom is egter slegs geldig teenoor 'n krediteur of opvolger onder beswarende titel as dit ingevolge die bepalings van die Wet op die Formaliteite met betrekking tot Huurkontrakte van Grond, Wet 18 van 1969, geregistreer is.
5. Artikel 8 (1), Wet op die Beheer van Aandeleblokke, 1980 (Wet No. 59 van 1980).
6. Artikel 4, Wet op die Beheer van Aandeleblokke, 1980 (Wet No. 59 van 1980).
7. Artikel 7 (2), Wet op die Beheer van Aandeleblokke, 1980 (Wet No. 59 van 1980).
8. Junie 1990.
9. Klousule 5.1 lui soos volg: "Register a covering first mortgage bond in favour of the investor, collectively with other investors over all the properties forming part of the Flexi Club's portfolio of units, the Bond to be in standard form and to contain conditions entitling the investor to call up the bond should Flexi Club fail to fulfil its obligations in terms of this agreement.".

PROF. LOUISE TAGER,
Voorsitter: Sakepraktykekomitee.

SCHEDULE

BUSINESS PRACTICES COMMITTEE

REPORT IN TERMS OF SECTION 10 (1) OF THE HARMFUL BUSINESS PRACTICES ACT, 1988 (ACT No. 71 OF 1988)

Report No. 9

SUMMER LEISURE INTERNATIONAL LTD AND THE FLEXI CLUB FOUNDATION

CONTENTS

I. Introduction

The Business Practices Committee has in terms of section 8 (1) (a) of the Business Practices Act, 1988 ("the Act"), conducted an investigation into the business practice of Summer Leisure International Ltd ("SLI"), the Flexi Club Foundation ("FC"), Mr Lawrence Lodewyk Botes ("Botes"), and Mr William Leonard Spencer Nosworthy ("Nosworthy"). These parties operated a timeshare rights pooling system.

Notice of the investigation was given in terms of section 8 (4) of the Act under General Notice 18 of 1990 as published in *Government Gazette* No. 12248, dated 12 January 1990.

In the course of the investigation enquiries were made with Botes, Nosworthy, Mr R. S. Goldstein, partner in the firm of attorneys, J. Gus Ackerman, attorneys to FC, and with Mr M. Arnold, a partner in the firm of auditors of Russel Wolpe and Company, auditors to both the FC and SLI, relating to the status of the audit and the progress with their work on behalf of FC and SLI.

Information was also obtained from Mr P. Fourie, a former administration manager of FC and Mr D. Jehring, ("Jehring") a former director of Summer Leisure International Holdings and Summer Leisure International Limited, who had resigned from this position on 10 May 1989. Jehring had been an associate member of FC, a position from which he had also resigned. Letters received from investors were examined as well as a submission received from advocate Chris Edeling, chairman of an Investors Committee ("IC") which had been convened during September 1989. A submission was also received from the South African Property Owners Association. Various documents and records of FC and SLI were examined.

The investigation revealed an absence of proper books and records of FC and SLI. The affairs of the various legal entities had also become intertwined. It deserves to be mentioned that FC had been the subject of a struggle for control, in the course of which accusations and counter-accusations of misconduct and mismanagement had been raised by and against various individuals.

FC was established as a foundation by way of a founding deed dated 5 December 1987, to which Botes, Nosworthy, Jehring and Mr V. S. Pike were signatories. Nosworthy was also elected Chairman of the Board of the Executive Committee of FC. In terms of the founding deed the affairs of FC were to be managed by an executive committee, the first executive committee being constituted by the signatories to the founding deed.

SLI was a public company formed on 9 April 1981, the company previously having been known as Confederated Property Development Ltd. Botes was a director and shareholder of SLI and Nosworthy was the executive director and an associate member of SLI. SLI has been placed in liquidation. The investigating officer was informed by Nosworthy that he and Botes were the directors of the company and that Nosworthy, Botes and Botes's family were the shareholders of SLI. As at 1 February 1989 Botes was managing director of SLI, V. S. Pike the financial director and Nosworthy chairman. Jehring was in charge of reservations and administration.

II. The parties

The investigation related to the business practice of Summer Leisure International Ltd ("SLI"), the Flexi Club Foundation ("FC"), Mr Lawrence Lodewyk Botes ("Botes"), and Mr William Leonard Spencer Nosworthy ("Nosworthy").

III. Timeshare and timeshare rights pooling systems

Timeshare rights are rights derived from agreements between consumers and timeshare developers, entitling the consumer to the recurring occupation of premises for a limited duration, which duration may for a determined or indeterminate length of time.[1] The period of occupation is typically a fixed period per year, such as a specific week in the year. The fixed period is an annually recurring event, so that the consumer has a right of recurring use or tenancy, interspersed with similar tenancies of other consumers. The premises are usually a unit in an apartment complex but may also be other property.

All or only some of the apartments (residential units) in a particular building may be devoted to use by timeshare holders. One building may be the subject of different timeshare schemes.

Since apartments in one building may be owned by various owners and from part of different schemes of ownership or occupation confusion can easily arise in the minds of consumers as to the nature of a particular scheme or the identity of a particular developer.

It is useful to distinguish in terms of conventional legal concepts the nature of the agreement between those who transfer timeshare rights of occupation and members of the public who acquire such rights. It may thus be enquired how this agreement is related to contracts such as the contract of sale, lease, and other similar contracts.

In the case of contracts of sale it is usually contemplated that the purchaser will obtain possession of the thing sold and that he will become owner of it. Agreements for the creation or transfer of timeshare rights are usually described in terms indicative of a seller/purchaser relationship. It is possible to sell incorporeal things, such as a personal right or a claim or debts.[2] It is fair to accept that most consumers will probably equate any agreement that is described as a contract of sale as an arrangement in terms of which the consumer will upon delivery obtain a right of ownership which will withstand claims by third parties.

A contract of lease can be described as a contract in terms of which the lessor shall provide the use and enjoyment of property to the lessee in return for the payment of rent by the lessee.[3]

Rights derived from an agreement of lease are personal rights, this means that they may be enforced as a claim against another person. If such person is unable to meet the claim the right may be worthless. In contrast to personal rights real rights are enforceable against the whole world.

Other appropriate analogies to the timeshare consumer's right of periodic occupation are possibly an agreement to extend lodging in a lodging house or accommodation in a hotel. The important difference between these situations and timeshare is that in the latter case the accommodation is paid in advance. If the consumer acquires ownership the advance payment is simply the consideration for the ownership interest.

If ownership is not obtained by the consumer the ability of the timeshare developer to honour his obligation over an indeterminate period in the future is consequently of critical importance to those who give value or incur the obligation to do so in exchange for such rights of occupation. If the timeshare developer collapses financially in the situation where the consumer's rights are not secured by ownership or otherwise the consumer may suffer the loss of all he has paid.

Should a lessor become insolvent the occupier's security of tenancy comes under threat, although it may find some protection under the rules of a maxim such as "huur gaat voor koop". [4] Where ownership has been transferred pursuant to a contract of sale the purchaser's rights would not be affected by the seller's financial misfortunes subsequent to the contract of sale. Ownership therefore confers a security on the consumer which most timeshare contracts can never do.

The Property Time-Sharing Control Act, 1983

A "time-sharing interest" is defined in the Property Time-sharing Control Act, 1983 (Act No. 75 of 1983), as meaning, in relation to a property time-sharing scheme,

> any right to or interest in the exclusive use or occupation of accommodation, during determined or determinable periods during any year, of accommodation.

The Property Time-sharing Control Act defines any "property time-sharing scheme" as

(a) any scheme, arrangement or undertaking in terms of which time-sharing interests are offered for alienation or are alienated and the utilization of such interests is regulated and controlled, whether such scheme, arrangement or undertaking is operated pursuant to a share block scheme, any scheme under which time-sharing interests connected with rights to membership of or participation in any club are granted, any time-sharing development scheme based on the alienation of undivided shares in a unit as defined in section 1 of the Sectional Titles Act, 1971, or otherwise; or

(b) any scheme, arrangement or undertaking declared a property time-sharing scheme by the Minister of Industries, Commerce and Tourism by notice in the *Gazette* for the purposes of the Property Time-sharing Control Act, in terms of which interests in the use or occupation of immovable property, or any portion thereof, defined in the notice, are sold or leased.

The Property Time-sharing Control Act attempts to improve the position of timeshare participants by imposing certain substantive and administrative requirements. Time-sharing interest can be validly alienated only if the alienation is embodied in a contrct signed by the parties or by their agents, acting on their written authority.

The contract must contain certain specified particulars, such as a description of the relevant immovable property and a statement as to whether such immovable property is held by the seller by virtue of ownership or lease and, in the case of a lease, the name and address of the lessor and the duraction of the unexpired period of such lease.

If the immovable property is encumbered by a mortgage bond, the contract must state the name and address of the person, in favour of whom, or, in the case of a particpation bond, the name and address of the relevant nominee company referred to in the Participation Bonds Act, 1981, (Act No. 55 of 1981), in favour of which the mortgate bond is registered at the time the contract is concluded.

There are certain provisions which, if contained in the contract, would be invalid. This includes a provision whereby any person who acted on behalf of the seller in connection with the conclusion of the contract, or the negotiations which proceeded the conclusion of the contract, is appointed or is deemed to have been appointed as the agent of the purchaser.

In the Property Time-sharing Control Act the term "alienation" is used to refer to both "sale" and "lease". This reference to "sell", and other references to "purchaser" and "seller" indicate that, for the purpose of the Property Time-sharing Control Act time-sharing interest are viewed as objects capable of being bought and sold.

Advertisements relating to the alienation of time-sharing interest must contain certain prescribed information, for example full particulars regarding the legal basis on which time-sharing intersts in the particular property time-sharing scheme are acquired and the total number of years during which a prospective purchaser of a time-sharing interest in relation to a time-module shall have the right to exercise his rights in respect of it.

The Share Blocks Control Act, 1980

A "share block scheme" as defined by the Share Blocks Control Act, 1980, Act No. 59 of 1980, means any scheme in terms of which a share confers a right to or an interst in the use of immovable property. Although there are other ways of structuring timeshare rights, share block schemes have proved the most popular.

Under a share block scheme a share block company obtains rights to land and buildings for use or occupation by the shareholders of the company. A fact which is not always realised by consumers is the fact that the assets of a company belong to the company and that the members have no rights to the property of the company. In the case of a share block company any immovable property owned by the company or any of its rights to movable property of which it is not the owner and in respect of which it operates a share block scheme may be alienated or ceded only with the approval by special resolution of a general meeting of the company.[5]

If any share of a company confers a right to or an interest in the use of immovable property or any part of immovable property such a company is presumed to operate a share block scheme.[6] The articles of association of a share block company must provide that a member shall be entitled to the use of a specified part of the immovable property in respect of which the company operates the share block scheme on the terms and conditions contained in a use agreement entered into between the company and such member.[7] A "use agreement" is defined as any agreement conferring a right to or interest in the use of any immovable property in respect of which a share block scheme is operated.

When an arrangement in terms of the Share Blocks Control Act confers a right of occupation on any member of the company such a right is a personal right which entitles the member and the share block company to demand from each other the performance agreed upon in the use agreement.

The Share Blocks Control Act contains various provisions aimed at protecting the interest of shareholders. The directors of a share block company are under a duty to ensure that such accounting records as are necessary fairly to reflect and explain the state of affairs in respect of the moneys received and expended by or on behalf of the company in respect of the share block scheme operated by the company, are kept in one of the official languages.

A share block company is also required to balance at intervals of not more than six months its books and records relating to any payment made in respect of loan obligations by members. Books and records and financial statements must be audited at least once annually by the auditor appointed under Chapter X of the Companies Act.

Most schemes in terms of which timeshare rights are extended to consumers are structured in terms of the Share Blocks Control Act. This means that for the purposes of a particular timeshare scheme such consumers are members of a share block company, their rights of occupation being based on a use agreement. The timeshare rights emanating from a use agreement in terms of the Share Blocks Control Act do not confer rights of ownership. The fact that an arrangement is structured in terms of the Share Blocks Control Act thus will not in itself alter the nature of the consumer's rights from personal rights to real rights, eg rights of ownership.

Consumers may sometimes erroneuosly equate their share block rights with rights of ownership. From the point of view of consumers a distinction which must, however, be drawn is that between real and personal rights. A personal right is a right in terms of which the one party may demand from another some or other act or performance, for example where A sells something to B, B has the right to delivery of the article. This right to delivery is a personal right. A's right to payment of the price by B is also a personal right against B. A real right, however, is a right such as the right of ownership, where the owner has the right to deal with and dispose of property largely as he wishes. The owner has a right that no one shall interfere with his ownership of his property.

Undertakings such as FC manage schemes that may be described as timeshare rights pooling systems. A distinction is made between pooling systems and reservation exchanges.

In the case of pooling systems timeshare rights (usually personal rights) are acquired by a single entity which steps or purports to step into the shoes of the transferor of the rights. Such transferors can, for example, include an original timeshare developer, a person to whom time sharing rights have been marketed, or even another pooling organisation which transfers rights contained in its rights portfolio. The right of any timeshare consumer to transfer his rights to another timeshare consumer or to a pooling system operator will normally be defined by his contractual relationship with the timeshare developer.

As indicated above the relationship between the timeshare developer (for example a share block company) and a timeshare consumer (the member of the share block company) is based on a use agreement. As such a right is likely to be a personal right its marketability by timeshare consumers is limited.

A pooling system promises participants in the system the benefit of the occupation to which the original timeshare consumers were entitled by virtue of their timeshare rights. The rights of timeshare consumers who obtain rights of occupation through a pooling system may, however, differ from the rights of the orignal timeshare consumers.

The (personal) timeshare rights transferred to the pooling organisation are not the same rights as the rights which the pooling organisation extends to its clients. The share block rights of the timeshare holder that are transferred to the pooling system operator cannot be reissued by that operator as share block rights in the pooling organisation. It is thus not simply a matter of an exchange of rights among timeshare holders.

The timeshare rights against the timeshare developer that are transferred to the pooling system operator are likely to be extinguished as far as the transferring timeshare holder is concerned. In exchange for the timeshare rights of occupation transferred to the pooling system operator "fresh" rights are conferred on the holder, based on a contractual relationship between himself and the pooling system operator.

There is no contractual relationship between the timeshare holders who transfer rights to the operators of pooling systems and the timeshare holders who obtain rights from such operators. The relevant contractual relationships are those between the timeshare developer and holder, between the timeshare holder and the pooling system operator, and between the pooling system operator and the new timeshare holder.

Unless shares in a share block scheme are transferred to the new timeshare holder the transaction between a holder and a pooling system operator converts one type of contractual relationship with one party to another type of contractual relationship with another party. Share block rights (one type of personal right) are exchanged for quasi rights of "tenancy", or whatever the nature of these rights may be.

The question may arise whether the relationship between a pooling organisation and its membership is governed by the Property Time-sharing Control Act No. 75 of 1983. The answer to this question should be determined solely by the nature of such relationship and the terms of the Property Time-sharing Control Act. If the necessary elements as prescribed by the Act are present in the particular relationship the Act and all its requirements should be applicable. Regard being had to the definition of "share block scheme" in section 1 of the Share Blocks Control Act, the provisions of this Act may also be applicable to certain pooling organisations.

The extension of rights through reservation exchanges, in contrast to the transfer of rights to pooling organisations, does not extinguish the timeshare holder's original timeshare rights, replacing them with new rights. A reservation exchange serves as a mechanism through which timeshare holders temporarily swop benefits of their timeshare rights for benefits of the timeshare rights of other timeshare holders.

The consideration for timeshare rights is customarily paid in the form of a single payment and/or in instalments. The contract usually also includes an obligation to pay a regular levy such as a quarterly or annual levy which is applied towards the maintenance and upkeep of the building and facilities in question. Timeshare schemes and sectional title schemes have the payment of levies in common. This similarity may possibly contribute to a perception among consumers that timeshare rights are rights of ownership.

A timeshare holder's financial obligation consequently consists of two segments, namely a fixed portion (payable in a lump sum or in instalments) and an open ended or escalating portion (levies), the amount of which may be periodically determined and adjusted by the timeshare developers.

Timeshare rights are often marketed as so-called investments, the claim being made that timeshare transactions serve to contain costs which might otherwise have been subject to inflation. The Code of Advertising Practice of the Advertising Standards Authority states that advertisements for a timeshare interest should not present timesharing as an investment for financial and capital gain, but rather as an investment in affordable holidays.

In a report on *Timeshare*[8] by the Director General of Fair Trading it is noted that the cost of timesharing does not appear to compare favourably with the cost of a series of annual self-catering holidays of similar standard. In his report the Director General states as follows: "The availability of timeshare, however, increases the range of options and potential benefits for holidaymakers. The standard of the accommodation, and of the associated facilities, can be higher than people will find on conventional package or self-contained holidays. But prospective purchasers need to give full consideration to the financial implications before committing themselves. The capital outlay is high and is tied up for a long time. Buying with the help of a finance agreement, though apparently more favourable, increases the real cost in the long term. Management charges may also increase more than expected. All of this means that people should think very carefully about buying timeshare. It is important that they should understand what they are doing and be provided with the necessary information to assess the advantages and disadvantages."

The Committee believes that claims that timeshare rights constitute an investment are best viewed with scepticism unless such claims are supported by clear evidence.

The Committee has further taken notice that timeshare is often marketed in an extremely aggressive manner, involving what may amount to deceptive methods. The Committee had no information indicating what methods of marketing were used by FC.

IV. The business practice

The nature of FC's business

FC is an organisation which acquired timeshare rights from timeshare holder's, extending the accommodation afforded by virtue of those rights to its members. It operated a system in terms of which consumers who became members of FC would be entitled to enjoy rights of accommodation derived from the timeshare rights controlled by FC. The system operated by FC can be compared to a pool of timeshare rights, members contributing either timeshare rights or money to FC. When rights of accommodation were obtained for money, funds so created could presumably be used by FC to acquire additional rights of occupation for use by its members.

Timeshare rights were acquired by FC mainly from current holders of timeshare rights (shareholders in various share block schemes) who simultaneously became its members, as opposed to the direct acquisition of timeshare rights by FC from timeshare developers. The transactions through which time sharing rights were acquired from its members are referred to as trade-ins. An administration fee of R500 was payable to FC in respect of trade-ins. Approximately half of the membership consisted of consumers who acquired "points" on credit. The term "points" describes the rights of accommodation which consumers obtained from FC in exchange for either money or shares in share block schemes.

Membership in FC was obtained in terms of an agreement whereby the member, in return for rights of accommodation, transferrred an existing timeshare right to FC (trade-ins). In a minority of cases members paid directly for the rights of accommodation, or acquired those rights ("points") on credit when the member entered into an agreement with FC in the form of an acknowledgment of debt for the amount outstanding in respect of any rights of accommodation being obtained.

FC also undertook to receive and process reservation requests from FC members, allocating accommodation to members where available out of the bundle or bank of available accommodation rights, and paying the relevant levies in respect of the various timeshare units.

While FC could have bought resort properties outright from property owners the major portion of FC's available pool of accommodation weeks consisted of timeshare interests acquired from timeshare consumers who had traded in their existing timeshare rights in exchange for an allocation of points which would entitle them to exercise rights of occupation in the pool of rights created by those timeshare trade-ins.

The scheme operated by FC was one which it was claimed sought to overcome what was purportedly viewed as a shortcoming of ordinary timeshare systems, namely the fact that while the beneficiaries of timeshare rights acquired the right to occupy the same holiday accommodation at the same time and place each year, the FC scheme would enable the public to acquire "points" rather than the use of specific accommodation at a specific time. The points had the purported advantage to the consumer of allowing him to utilise his "points" at different times and places, depending on the portfolio of the pooling organisation and the allocation of "points" to other members.

The funds obtained through what was presented as a "sale" of points would allegedly be utilised to acquire a complex of additional timeshare rights or rights to property, based on which rights members of the club could from time to time select accommodation. Members' accommodation benefits would be based on the number of points allocated. The allocation of points was determined in terms of a system of weights adjusted according to a schedule taking into account factors such as the nature, type, location, length and seasonal classification of the accommodation.

Members who contributed trade-ins helped to increase the pool of accommodation benefits to which the membership could lay claim. Members who paid cash or debtors who reduced their loans increased the funds at the disposal of FC, which funds could be applied towards the acquisition of further rights to accommodation. Membership wholly or partially extended on a credit basis served to enlarge the circle of claimants to accommodation, without a concomitant increase in the stock of accommodation.

Unless sufficient funds were applied to the acquisition of additional rights of occupation the enlarged membership brought about by the cash and credit groups of members had the potential of increasing beyond the capacity of the pool of accommodation benefits under FC's control the potential number of claims to accommodation by members. Although manipulation of reservations may allow a pooling system organisation to elude for some time the pressure of claims to non-available accommodation benefits there is obviously a point where such manipulation will become ineffective. While the Committee had no evidence that FC in fact resorted to such manipulation the complaints of many consumers that accommodation was unavailable suggests that FC had failed to find a proper balance between available accommodation and consumer's claims to accommodation.

If FC were to ameliorate a points deficit and to satisfy the claims of its whole membership it would therefore have had to obtain, in addition to the available benefits which had been traded in, unencumbered or vacant timeshare rights to a sufficient number of timeshare units, i.e. timeshare rights, the acquisition of which would not entail a simultaneous increase in membership. It can be inferred from the complaints by consumers that FC had failed to find a solution to its points deficit.

When timeshare rights were transferred to FC it assumed the obligation to maintain the payment of levies to the existing timeshare developers. (Members in turn became obliged to pay a levy to FC.) If the transfer process had been completed FC would have become a timeshare consumer itself. FC's ability to satisfy the claims of its members depended on its own position as a timeshare consumer. Provided that the levies due in respect of a particular timeshare unit, the timeshare rights to which a member had transferred to FC, were regularly paid by FC (as it had undertaken to do in the membership agreement), FC would remain capable of extending to members the rights of occupation attaching to such unit. FC would thus more or less be in a position to satisfy the claims to accommodation of members, provided—

(i) FC maintained the levies as undertaken;

(ii) FC did not accept more reservations than it had available occupation rights in stock; and

(iii) sufficient additional outright purchases of stock were made when necessary to satisfy the claims of all members.

FC's sources of income were in principle as follows: First, from cash received in full payment for membership and accommodation rights, and second, from the monthly payments of "debtors", i.e. those members who neither contributed trade-ins nor paid in cash. This situation had the potential of causing a cash flow problem.

As far as could be ascertained the acknowledgments of debt were never successfully factored, despite various attempts to do so. Transfer fees of approximately R0,4 million debited in respect of trade-in transactions were apparently intended as an estimated prepayment and recovery for costs yet to be incurred in transferring timeshare rights from members to FC. Very few actual transfers were in fact effected.

As indicated the arrangement between FC and its members was that when timeshare interests were traded in the obligation would henceforth rest on FC to maintain payment of the levy relating to the particular timeshare unit. Where FC acquired timeshare interests from non-investors the obligation to pay the levy would have rested on FC as if it were an original timeshare consumer. FC failed on large scale to pay to timeshare developers the levies that were payable on the rights of the timeshare holders who had transferred their rights to FC. This put many consumers in the position where they remained under an obligation to the timeshare developers from whom their rights had been obtained, despite the fact that these rights had purportedly been transferred to FC.

Marketing representations by SLI and FC

Marketing literature disseminated by SLI claimed that FC had been established in order to provide members with a secure holiday investment, enabling the member to become the co-owner of bond free property. The points system employed would allow members to utilize FC's holiday assets. It was pointed out that a similar holiday club points system operating in Europe had existed for more than 25 years, had a portfolio of 1 700 apartments in eleven countries for use by 50 000 members, valued in excess of R800 million. An FC advertising brochure mentions the 25th anniversary of the holiday points system and contains the statement "The holiday system with a proven track record of more than 25 years' successful service". Although there were some superficial similarities between the system operated by FC and these systems FC's comparison of its own system with such systems was not justified.

It was also claimed that while FC was structured as a foundation having legal recognition as a juristic person it has chosen to be controlled by an executive committee which has adopted the regulations of the Companies Act to control the committee members as though they were directors of a company. In the Committee's view such "adoption" of the regulations of the companies Act was so vague as to be meaningless. In practice it meant nothing. It was stated that all accounting records were accordingly subject to identical audit procedures as would apply in the case of a public company. The SLI Group of companies was represented as having been in existence for 20 years, incorporating construction, property development, property acquisition and property management.

Potential members were given the assurance that the monies paid by them would be paid into an attorney's trust account, until such time as the property had been purchased and transferred into FC. This was not done.

The marketing literature specifically addresses the question of the safety of the investment. It was implied that investments were safe for the following reasons. In the first place money was to be paid into a trust account and the trustee would only release the investment once the terms of the agreement had been complied with.

In the second place, once money was released by the trustee it was released because FC had purchased property and the ownership of the property was then registered in FC.

In the third place FC was a legal personal not having directors, share-holders etc., but was controlled by its administrators who did not have any rights to the property of FC. These various representations were undeniably designed and intended to inspire the confidence of prospective investors.

The relationship between FC and SLI

FC and SLI entered into a management agreement on 5 December 1987, the date on which FC was founded. In terms of this agreement SLI was to manage the affairs of FC. As part of this agreement SLI would be entitled to utilise the first thirty percent of proceeds, as a commission, of new point investments. SLI would receive a fee of R500 for trade-ins of existing timeshare assets and would also be credited with points equal in value to 10% of the current value of the units traded in. It was entitled to sell these points to future investors for its own account. This means that while SLI had been appointed to manage FC's affairs it was also to be active in its own right in the type of business being conducted by FC. The stock of accommodation benefits available to FC was further reduced by this arrangement.

The management agreement required SLI to collect from investors levies paid in terms of the Investment and Occupation Agreements and to utilise such funds in payment of levies to timeshare developers and/or managers of resorts in which FC was to become an "owner". SLI was to operate a levy fund and require FC to pay its contribution to such levy fund where SLI or its associated companies were developers of resorts in which FC was to become an "owner". SLI was entitled to lease accommodation owned by FC and not utilised by members. The rentals obtained from such leasing had to be credited less expenses to the levy fund for the benefit of FC members.

FC undertook to purchase holiday assets only from SLI or an associate company or subsidiary company nominated by SLI. FC agreed that in acquiring such holiday assets the company concerned was entitled to make a profit provided that FC did not pay such a company an amount exceeding the market value ruling at the time of such acquisition.

SLI was to submit a bi-annual report covering the activities and progress to the Executive Committee of FC not later than four weeks after the end of each accounting period, together with a full set of accounts detailing all income and expenditure with a balance sheet and all the explanations necessary to fully comprehend the position. SLI had to keep proper books of account on behalf of FC which would have access to such books and which would also appoint an auditor to conduct an audit at least annually to report to FC on the result of such audit. These obligations were not honoured.

FC and SLI were legally separate entities, but these entities were under the effective control of Botes and Nosworthy who treated them as one entity.

The investigating officer found that the various entities had been treated as one, in conflict with generally accepted accounting practice and in contravention of the Companies Act, 1973.

The occupation and investment agreement

The agreements were entered into between investors and FC, represented by a director of SLI. There were different versions of the contract so that different members had different rights and obligations. The form of agreement makes provision for the member's investment to be made by way of a first payment on the date of the agreement and subsequent monthly instalments. The form of agreement declares that all payments made under the agreement would be paid over by FC to attorneys J. Gus Ackerman.

Such payments were to be retained in trust until a property or properties, the purchase price of which equalled or exceeded the aggregate of the investments so released, were released to FC to enable FC to take transfer of such property or properties. In acquiring such properties FC was to hold title thereto on behalf of the members as beneficiaries of FC. The attorneys were however authorised to release the first thirty percent of the investment cumulatively made by all members to FC to enable FC to pay sales commission and management fees. The trust arrangement appears to have placed little or no constraint on the activities of FC and SLI.

According to clause 2.4 of the standard agreement the total number of points credited to investors during any calender year was not to exceed 85 percent of the total number of points. In view of the sorry state of the accounting records it is doubtful whether the management of either FC or SLI could even properly determine whether this obligation was being adhered to. Even if such a policy is adhered to it may still be questionable whether it is a fair arrangement to the members of a pooling organisation.

In terms of the standard agreement forming part of the Occupation and Investment Agreement FC warranted that the portfolio of units would be unbonded and would be registered in its name. The Summer Rocks property was in fact bonded to Metboard while substantially all the other timeshare units traded in by investors had not been registered in FC's name. FC further warranted that subject to the member complying with his obligation his rights to occupation would last in perpetuity, and that all levies or other imposts payable to any corporate body would be paid timeously.

Expenses incurred by FC in respect of its costs of general management and in order to maintain its portfolio of units were to be payable from a levy fund to which each member was liable to contribute an amount per annum equal to one percent of the capital sum of his investment.

The state of the books of and record-keeping by FC and SLI

The books and records of SLI and FC were not properly kept. When accountants Russel Wolpe and Co., of Roodepoort were instructed to deal with FC's books in June or July of 1989 the current set of books was virtually non-existent. This not only complicated the Committee's investigation but made it extremely difficult to determine the actual state of the financial affairs of the parties.

Although clause 3.4 of FC's standard agreement states that all payments was to be paid into a trust account, not all cheques were drawn in favour of attorneys J. Gus Ackerman, some being drawn in favour of FC or SLI. That not all payments received by FC or its managing agent SLI were directly paid into the trust account of attorneys J. Gus Ackerman is apparent from the fact that the flow of funds through the said trust account was approximately R265 000, although approximately R7 400 000 had in fact been received. A withdrawal of R73 928,03 in favour of FC on 23 February 1990 emptied the account.

An overview of current circumstances by FC's accountants at the time (Russel Wolpe & Co., of Roodepoort), indicates that as at the end of October 1989 the position concerning the audit of FC was the following:

Prior to the appointment of Russel Wolpe & Co of Roodepoort, Mr V. Pike had been the auditor. The accountants were required to report on the financial statements of FC for the period December 1987 to 28 February 1989.

The books and records of FC prior to February 1989 had been maintained at the Durban offices which were closed subsequent to the year end and before the audit had commenced. All accounting records had been transferred to the offices of FC in Sandton when the Durban office was closed. The Committee wishes to point out that there is disagreement between Botes, Nosworthy and Jehring as to whose responsibility bookkeeping and records had been.

When presented to the accountants for audit the accounting records "were in complete disarray". The state of the accounting records were described as follows by the accountants:

(a) There was no double entry accounting apparent for contracts, debtors, creditors or fixed assets.

(b) A "ledger" was presented containing entries and accounts for four separate entities.

(c) Audit trails were non existent.

(d) There was no apparent basis for test checking of the records. (According to the accountants it is the norm to be presented with a set of accounting records supported by corroborating vouchers, controls, reconciliations, etc. The audit of which records would involve inter alia a review of controls, accuracy and validity. This approach was however not possible for the FC's audit.)

(e) Although debtor's statements were available, the completeness and accuracy thereof was uncertain.

(f) Investors' contracts, deposit slips and bank statements were available.

In order to conduct an audit of the accounting records the accountants decided in consultation with the FC/SLI management that the accountants would initially assist in the reconstruction of records concerning timeshare assets and debtors. This was to involve a variety of procedures and preliminary work.

According to the accountants the necessary transfer of timeshare assets into the name of FC had in may instances (in fact, in virtually all cases) not yet occurred, and levies payable to the various resorts had not been paid.

The undertaking by FC to have an audit of its books completed was dishonoured when it failed to pay outstanding fees to the firm of accountants or to provide a sufficient guarantee for the payment of future fees. The audit was accordingly discontinued during November of 1989.

The investigating officer noted numerous cash cheques, amounting to R305 302 for the period since trading started to 28 February 1989, while no documentation could be obtained for an amount of R2 221 551.

The financial position of the parties

In the absence of a full audit and in the light of the chaotic state of affairs of FC's books it has not been possible to compile a complete and accurate rendering of the financial affairs of FC. Such conclusions as are presented have, however, been verified as far as possible from such information as has been available.

According to information provided by Jehring sales of points by SLI amounted to R26 million and comprised of two main components:

New points sales	R14 million	(before interest)
Trade-in sales	R12 million	
	R26 million	

According to Jehring in most cases an administration fee of R500 was charged per unit of timeshare traded in, to be applied towards the cost of transferring the timeshare unit into FC. This was waived in some instances. Jehring estimates on the available records that the amount received under this heading amounted to approximately R0,4 million. Receipts from members (debtors) for their contractual obligations amounted to R7,4 million, leaving total debtors before cancellations and bad debt provisions of R6,6 million.

The assets were comprised as follows:

Market value of timeshare units	
Registered in FC	R 0,13 million
Unregistered	R12,20 million
	R12,33 million

The auditors were requested to furnish a report specifically for a meeting of major investors which had been convened for 28 October 1989. In his report, dated 26 October 1989, it was noted that all the information in the interim balance sheet (see below) was the responsibility of the management of SLI/FC. As the work was generally limited to an overview of the balance sheet values with the purpose of assessing their reasonability in comparison to the values being audited, the review did not constitute an audit and, accordingly, no opinion was expressed on the interim balance sheet.

The auditors stated that, subject to the completion of their audit as at 28 February 1989, nothing had come to their attention during this review which caused them to believe that the values reported in the interim balance sheet of the FC was unreasonable. Subject to the various reservations and qualifications expressed the *pro forma* interim balance sheet nevertheless conveyed a picture of the fairly robust financial health of FC, reflecting a surplus of assets over liabilities of R18 205 860.

The *pro forma* interim balance sheet of FC as at 31 August 1989, issued on 26 October 1989, reveals the following figures:

ASSETS

	R
Debtors	6 695 199
Contracts	6 391 046
Levies	304 153
Trust Account	78 462
Time share assets at cost	13 939 521
Investment: Summer Rocks	1 516 278
Furniture and equipment	157 440
	R22 386 900

LIABILITIES

	R	R
Overdue levies payable to resorts		281 824
Creditors for other outright acquisitions		1 565 000
Loans to FC		699 500
E. G. Walsh	27 000	
W. L. S. Nosworthy	252 500	
Evriades	65 000	
L. L. Botes (assosiate contribution)	350 000	
W. L. S. Nosworthy (assosiate contribution)	5 000	
International		140 838
Interest and administration fee on debtors		944 233
Sundry creditors and provision for transfer costs		550 000
		4 181 040
SURPLUS OF ASSETS OVER LIABILITIES		**R18 205 860**

While this reflected a rosy appearance on paper the management of FC and SLI was already in an advanced stage of collapse and disintegration. The assets were illusory and all cash appears to have been absorbed by SLI. The secretary of FC had been warned per letter dated 10 July 1989 by the Manager of the West Street branch of the Standard Bank, confirming a telephone conversation with FC's Mr Timmerman, that the bank was no longer prepared to provide facilities to the group of companies and that all overdrafts had to be repaid by 20 July 1989. The manager's letter noted that promises of audited balance sheets had not been fulfilled. In August of 1989 Jehring launched liquidation proceedings against SLI. Botes was advised by letter by Trust Bank, dated 17 August 1989 that account number 01 01794 227 8 was overdrawn in the amount of R426 832,69 and that the said amount was immediately payable.

A brief sequence of events

During December of 1987 SLI acquired the firm of Leisure Exchange International in return for a 10% SLI shareholding. Jehring was a director of Leisure Exchange International and was concurrently appointed as SLI Director with responsibility for administration and bookings, based in Durban.

The Property Holiday Club was established by Jehring in November 1988. Two accountants were instructed at the beginning of 1989 to attend to the problems being experienced in Durban. Their efforts resulted in the closure of the Durban office and the transfer of the books to Johannesburg. Botes alleges that he had launched a major effort to restructure and rectify the financial management of the business but that SLI had been liquidated due to a misunderstanding with a landlord.

Jehring's directorship was terminated in April of 1989. Jehring indicated per letter from his attorneys to SLI dated 12 April 1989 that he intended to commence liquidation proceedings against SLI. During July of 1989 SLI became unable to pay the salaries of certain of its employees or to settle its telephone account. A compromise agreement between SLI and Jehring was concluded on 30 July 1989.

In terms of the compromise agreement reached between SLI (represented by Nosworthy) and Jehring SLI undertook to pay to Jehring the sum of R70 000, (including a contribution to Jehring's costs in the amount of R10 000) payment to be effected in four equal monthly instalments of R17 500, commencing on the 7th September 1989 and thereafter on the 7th day of each succeeding month. In terms of the agreement of compromise Jehring undertook to withdraw the pending application for the winding up of SLI. In an agreement made on the same day between Jehring and Nosworthy Jehring sold his shareholding in SLI to Nosworthy for an amount of R100 000, a first payment of R50 000 to be made the next day and the balance of R50 000 to be made in monthly instalments of R12 500 commencing on 7 September 1989. The combined amount in monthly payments due to Jehring by SLI and Nosworthy as from 7 September 1989 was therefore R30 000.

SLI waived all their rights in terms of the restraint of trade agreement entered into between SLI and Jehring on 15 April 1989. The agreement further recorded the acknowledgment by both SLI and Jehring that they would henceforth be in competition with one another in the marketing of timeshare through a points system, each undertaking to the other that they would not denigrate one another. Jehring undertook to discontinue his application for the winding up of SLI. Payment was effected through Gus Ackerman via Trust Bank on 25 July 1989.

In September of 1989 a letter was sent by a Mr G. A. Anderson to members of FC, expressing concern about the affairs of FC and giving notice of a proposed meeting of investors to be held in Johannesburg on 30 September 1989. In a letter to members of FC, dated 25 September 1989 and responding to Mr Anderson's letter, Nosworthy places the blame for FC's travails squarely on the shoulders of Jehring, claiming that the latter's incompetence in administering the FC Durban office had been the cause of inconvenience to members. The letter also accuses Jehring of committing various irregularities to the detriment of FC.

The IC was elected at a meeting of investors held in Johannesburg on 30 September 1989. According to the submission received from Advocate Edeling Mr Anderson had been instrumental in convening the meeting, working in collaboration with Jehring, who, after leaving FC, had established another holiday club. The report of the IC construes the meeting of investors as an attempt by Jehring to take over the management of FC. An allegedly impartial committee was however elected.

Although arrangements were made for co-operation between the management and the IC with a view to maintaining the viability of FC relations between the parties however quickly deteriorated and terminated amid mutual recriminations and accusations and counter-accusations of misconduct.

Nosworthy responded to a press report appearing in *Starline* on 26 September 1989 by communicating with club members per letter dated 26 September 1989. This letter assured club members that their investments "are entirely secure due to the protection contained in the Foundation Constitution". The letter also indicated that the information contained in the press report was incorrect and that the reporter had spurned an opportunity to obtain the correct facts from FC.

The IC issued an interim report dated 20 October 1989. The report indicated a situation which, on the surface at least, furnished grounds for concern about the stability of the scheme and the ability of FC to honour the obligations and render the performance it had undertaken. If FC was not capable of ensuring to members access to the accommodation in resorts members' total investments were being called into doubt. The interim report *inter alia* stated that proper books and records were not being kept; that the computer system was not operational; that trade-ins were not being registered; and that moneys that were supposed to be paid into a trust account were not so paid in.

By the middle of 1989 the administrative structure of SLI had virtually collapsed with only a small number of personnel remaining. In the beginning of 1990 Jehring communicated with the members of FC, inviting them to support his efforts to rescue and revive FC.

On 9 October 1990 a meeting of FC was held in Advocate C. Edeling's chambers in Bloemfontein, at which meeting it was resolved that the association of all the associates, except Mr C. Wolhuter and Mr J. Kay be terminated in terms of clause 4.3.7 of the founding deed. It was further resolved that Holiday Property Club (Pty) Ltd (controlled by Jehring) be appointed to handle the day to day administration and activities of FC. Assuming that the steps taken are legally valid (on which the Committee expresses no opinion) the position assumed at this stage by Holiday Property Club (Pty) Ltd can be viewed as analogous to the position occupied by SLI vis-à-vis FC.

Subsequent to these events Jehring communicated with the existing members of FC, inviting them to transfer their membership to the Flexi Holiday Club, "an association not for gain, capable of owning its own property and of suing and being sued in its own name and having perpetual succession, and ... therefore a common law body corporate". The relationship structure which existed between timeshare consumers and FC, and the relationship structure existing between former members of FC and the Flexi Holiday Club is similar in many respects. The Committee points out that the activities of Jehring and of the Flexi Holiday Club did not form part of its investigation. The security of an investment of this nature is affected by certain problems as described in section III.

Complaints

FC failed to pay levies that were due. On arrival at resorts members were often required to pay outstanding levies before being allowed to use premises to the use of which they claimed to be entitled by virtue of their contractural relationship with FC and SLI.

Numerous investors complained that they had directed letters of complaint to the management of FC and SLI, outlining their complaints and requesting reaction from the management. There was no response to such letters and attempts to reach the management by telephone had been to no avail. It is apparent that during late 1989 and the first half of 1990 FC/SLI was suffering a complete organisational and administrative collapse.

FC undertook in clause 5.1 of its Occupation and Investment agreement to register a mortgage in favour of investors on all the properties owned by FC.[9] No such bond was registered, it was claimed because of practical difficulties. Certain members complained that they had only received their 1988 statements for levies in 1989, and some complained that they had not received any statements at all.

The investigating officer concluded from discussions with Nosworthy, Mr Fourie and Mr Arnold that both FC and SLI had been experiencing severe cash flow problems. FC had failed to take transfer of most of the timeshare assets which had been traded in by investors. In the investigating officer's opinion the main cause of the cash flow problem was that SLI was entitled to the first 30% of proceeds, as commission, on new point investments. Such high marketing costs are not unusual in the timeshare context.

It must be borne in mind, however, that the timeshare rights transferred to FC were twice subjected to marketing costs, the first time when the timeshare rights were obtained by the timeshare consumer, and the second time when rights were transferred by FC to its members. Apart from other problems concerning the security of the investment this process may have contributed considerably to the dilution of the value of these rights.

In terms of their relationship with FC the latter through SLI had undertaken to act as a reservations agent for members. Certain members complained that after having given instructions for reservations to be made they found on arrival at resorts that no reservations had been made.

V. Evaluation

As the transferee of timeshare rights transferred by timeshare holders, FC purported to assume both their rights and obligations towards the timeshare developer. This meant that FC was to become a timeshare holder itself, assuming of course that the necessary formalities and steps had been taken to complete the process of transfer and registration. FC in fact failed to have the transfer process completed concerning the substantial majority of shares in regard to which members had initiated transfer. This put members in an invidious position. They were under the impression that their contractual relationships with the timeshare developers had been terminated by their agreement with FC. Members accordingly discontinued the payment of levies to the timeshare developers.

The interests of consumers who take part in contractual arrangements are affected in particular by the following factors, namely representations made to the consumer prior to the conclusion of the contract, the content of the contract itself, the actual performance rendered, the legal nature of the commercial party (or parties) to the contract, the intentions of the commercial party, and his ability to perform what has been undertaken.

Pre-contractual representations

Pre-contractual representations made by FC and SLI were clearly designed to induce in consumers a belief and reliance in the security of their investment with FC. The structure of the relationship and the management of the organisation was however such that these claims could not be met.

The agreement

The agreements into which consumers entered were grossly one-sided and served to establish a legal relationship in terms of which the consumer's rights were unprotected and unprotectable. They were, in fact in a worse position than the holder of timeshare rights in a share block scheme.

The performance rendered

FC/SLI undertook to make available to consumers certain rights of accommodation on a periodic basis. It is obvious that FC/SLI suffered a massive management, administrative and accounting failure, with the result that many consumers did not receive what their agreements with FC entitled them to. In the process many consumers incurred substantial financial losses. In many cases it will not be possible to quantify the extent of the losses since consumers transferred their rights to the Flexi Holiday Club (trading as Flexi-Club).

In order to establish the value of such rights the net asset value thereof will inter alia have to be established. Although certain management and administrative services were rendered by FC/SLI the value of members' rights have been diminished to the extent of a substantial portion of the cash paid over to FC/SLI, all of which has been consumed and appears to be irrecoverable. Ultimately the value of such rights can only be determined by comparing them with the values which may have accrued had the money been otherwise invested, minus the value of any benefits that may have been received. This would involve a separate investigation.

The legal nature of the developer

While even public companies can be unsafe vehicles for consumer investments, such companies are nevertheless subject to certain accounting controls and requirements of disclosure. The Committee finds that the employment of the foundation as a non-statutory body corporate as the vehicle for consumer investments by the parties is unacceptable.

The Companies Act contains a number of provisions which may afford a measure of protection to consumers. The Companies Act contains detailed directives concerning the types and forms of corporate legal persons, their legal characteristics, powers, constitutional arrangements, internal affairs, keeping of accounting records, publication of annual financial statements, and winding-up proceedings.

The affairs of a foundation, by contrast, can be conducted with a minimum of formalities. The combination of the formalities that are required to be observed in the management of the affairs of a company, and of the various procedures which can be set in motion to determine the real state of affairs of the company may promote the earlier detection of irregularities and of financial weakness than might be the case with less regulated entities, such as a foundation.

The management of FC/SLI

The Committee has not been able to establish the full facts behind the collapse of FC. It is clear, however, that the structure of legal relationships created by the parties was not in the interest of consumers and virtually invited a collapse. The system of accounting and management controls employed by the parties was totally inadequate for dealing with the large sums of public moneys handled by FC and SLI.

VI. Conclusion and recommendations

The legal relationship entered into by consumers was to their extreme disadvantage. The foundation is an inappropriate vehicle for the type of agreement in question. The parties' accounting, management and administrative practices were incompetent and reckless. No grounds justifying the practice in the public interest have been found.

The Committee finds that the business practice of the parties constitutes a harmful business practice. The Committee is also of the view that timeshare pooling systems in general present consumers with grave risks.

The parties have demonstrated their inability to manage an enterprise of the nature of FC and SLI, in operating a pooling system as described in section III. If the parties were to be allowed to administer a similar scheme it is likely that an unsuspecting public will be exposed to further losses. Should the parties decide to commence such a system they are, however, free to petition the Minister for withdrawal of the order which can then be considered subject to the necessary safeguards and controls.

It is accordingly recommended that the Minister—

(a) under section 12 (1) (b) of the Act declares unlawful the business practice whereby the parties administer or manage a timeshare rights pooling scheme, that is, a scheme wereby—

(i) the parties, or any business in which the parties have any interest, acquire or offer to acquire, either on their own or its behalf or on behalf of a third party, any right to or interest in the exclusive use or occupation, during determined or determinable periods during any year, of accommodation; and

(ii) the parties, or any business in which the parties have any interest, confer or purport to confer on any person any right to or interest in the exclusive use or occupation, during determined or determinable periods during any year, of accommodation;

(b) under section 12 (1) (c) of the Act direct the parties to refrain from the application or continuation of any business practice as described in paragraph (a) above, and to cease to have any interest in a business or type of business which applies such a business practice or to derive any income therefrom and to refrain from at any time obtaining any interest in or deriving any income from a business or type of business applying such a business practice.

1. See generally D. W. Butler Time-sharing 27 LAWSA; H. S. Cilliers, M. L. Benade, J. J. Henning, D. H. Botha and E. M. de la Rey *Company Law,* 4 ed 1982, and J. T. R. Gibson and R. G. Comrie *South African Mercantile Law* 6 ed 1988.

2. See D. F. Mostert, D. F. Joubert and G. Viljoen *Die Koopkontrak* (1972) 28.

3. See A. J. Kerr *The Law of Sale and Lease* Butterworth 1984, 163.

4. Leases for ten years or longer in respect of immovable property are, however, only effective as against a creditor or successor under onerous title if registered according to the provisions of the Formalities in Respect of Leases of Land Act, 18 of 1969.

5. Section 8 (1) Share Blocks Control Act, 1980.

6. Section 4, Share Blocks Control Act, 1980.

7. Section 7 (1), Share Blocks Control Act, 1980.

8. June 1990.

9. Clause 5.1 reads as follows: "Register a covering first mortgage bond in favour of the investor, collectively with other investors over all the properties forming part of the Flexi Club's portfolio of units, the bond to be in standard form and to contain conditions entitling the investor to call up the bond should Flexi Club fail to fulfil its obligations in terms of this agreement."

PROF. LOUISE TAGER,

Chairman: Business Practices Committee.

(28 Februarie 1992)/(28 February 1992)

KENNISGEWING 170 VAN 1992

DEPARTEMENT VAN HANDEL EN NYWERHEID

WET OP SKADELIKE SAKEPRAKTYKE, 1988

Ek, David de Villiers Graaff, Adjunkminister van Handel en Nywerheid, handelende namens die Minister van Handel en Nywerheid en van Ekonomiese Koördinering, na oorweging van 'n verslag deur die Sakepraktykekomitee met betrekking tot 'n ondersoek waarvan by Kennisgewing 18 in Staatskoerant No. 12248 van 12 Januarie 1990 kennis gegee is, welke verslag gepubliseer is by Kennisgewing 169 in *Staatskoerant* No. 13783 van 28 Februarie 1992, is van oordeel dat 'n skadelike sakepraktyk bestaan wat nie in die openbare belang geregverdig is nie, en oefen hiermee my bevoegdheid uit kragtens artikel 12 (1) (b) en (c) van die Wet op Skadelike Sakepraktyke, 1988 (Wet No. 71 van 1988), soos in die Bylae uiteengesit.

D. DE V. GRAAFF,

Adjunkminister van Handel en Nywerheid.

BYLAE

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

"skadelike sakepraktyk" die administreer of bestuur van 'n tyddeelregte poelskema, dit is 'n skema waarby—

(i) die partye, of enige besigheid waarin die partye enige belang het, enige reg op of 'n belang in die eksklusiewe gebruik of besetting van akkommodasie gedurende bepaalde of bepaalbare periodes verkry of onderneem om te verkry, ten behoewe van hulleself, die besigheid of 'n derde party;

(ii) die partye, of enige besigheid waarin die partye enige belang het, aan enige persoon enige reg op of belang in die eksklusiewe gebruik of besetting van akkommodasie gedurende bepaalde of bepaalbare tydperke gedurende enige jaar oordra of poog om oor te dra.

"die partye" Summer Leisure International Ltd, Die Flexi Club Foundation, mnr Lawrence Lodewyk Botes en mnr William Leonard Spencer Nosworthy.

NOTICE 170 OF 1992

DEPARTMENT OF TRADE AND INDUSTRY

HARMFUL BUSINESS PRACTICES ACT, 1988

I, David de Villiers Graaff, Deputy Minister of Trade and Industry, acting on behalf of the Minister of Trade and Industry and of Economic Co-ordination, after having considered a report by the Business Practices Committee in relation to an investigation of which notice was given under Notice 18 published in Government Gazette No. 12248 of 12 January 1990, which report was published under Notice 169 in *Government Gazette* No. 13783 of 28 February 1992, and being of the opinion that a harmful business practice exists which is not justified in the public interest, do hereby exercise my powers in terms of section 12 (1) (b) and (c) of the Harmful Business Practices Act, 1988 (Act No. 71 of 1988), as set out in the Schedule.

D. DE V. GRAAFF,

Deputy Minister of Trade and Industry.

SCHEDULE

In this Notice, unless the context indicates otherwise—

"harmful business practice" means the administering or managing of a timeshare rights pooling scheme, that is a scheme whereby—

(i) the parties, or any business in which the parties have any interest, acquire or offer to acquire on their own or its behalf or on behalf of a third party, any right to or interest in the exclusive use or occupation, during determined or determinable periods during any year, of accommodation; and

(ii) the parties, or any business in which the parties have any interest, confer or purport to confer on any person any right to or interest in the exclusive use or occupation, during determined or determinable periods during any year, of accomodation;

"the parties" means Summer Leisure International Ltd, the Flexi Club Foundation, Mr Lawrence Lodewyk Botes and Mr William Leonard Spencer Nosworthy.

1. Die skadelike sakepraktyk word hiermee onwettig verklaar.

2. Die partye word hiermee gelas—

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

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

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

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

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

(28 Februarie 1992)

KENNISGEWING 175 VAN 1992

DEPARTEMENT VAN HANDEL EN NYWERHEID

HANDELSWAREMERKE-WET, 1941
(WET 17 VAN 1941)

VOORGENOME VERBOD OP DIE GEBRUIK VAN 'N SEKERE MERK

Ooreenkomstig die vereistes van artikel 13 van die Handelswaremerke-Wet, 1941 (Wet 17 van 1941), word hierby bekend gemaak dat die Suid-Afrikaanse Buro vir Standaarde (S A B S) 'n versoek gerig het dat 'n verbod kragtens artikel 15 (1) van voormelde Wet op die gebruik van onderstaande S A B S — omgewing-gunstig-merk geplaas word in verband met enige handel, besigheid, beroep of bedryf of in verband met 'n handelsmerk, merk of handelsomskrywing wat op ware aangebring is, uitgesonder die gebruik daarvan deur genoemde Buro of sy gevolmagtigdes.

Belanghebbendes word versoek om vertoë wat hulle in verband met die aangeleentheid wil rig, skriftelik by die Registrateur van Handelsmerke, Privaatsak X400, Pretoria, 0001, in te dien sodat dit hom binne 30 dae na publikasie van hierdie kennisgewing bereik.

(28 Februarie 1992)

1. The harmful business practice is hereby declared unlawful.

2. The parties are hereby directed—

(a) to refrain from applying the harmful business practice;

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

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

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

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

(28 February 1992)

NOTICE 175 OF 1992

DEPARTMENT OF TRADE AND INDUSTRY

MERCHANDISE MARKS ACT, 1941
(ACT 17 OF 1941)

PROPOSED PROHIBITION OF THE USE OF A CERTAIN MARK

In pursuance of the requirements of section 13 of the Merchandise Marks Act, 1941 (Act 17 of 1941), it is herby notified that the South African Bureau of Standards (S A B S) requested a prohibition in terms of section 15 (1) of the said Act, of the use of the undermentioned S A B S environmentally friendly mark in connection with any trade, business, profession or occupation or in connection with a trade mark, mark or trade description applied to goods, other than the use thereof by or with the consent of the said Bureau.

Interested persons are invited to submit in writing such representations as they may care to make in regard to the matter to the Registrar of Trade Marks, Private Bag X400, Pretoria, 0001, to reach him within 30 days of the publication of this Notice.

(28 February 1992)

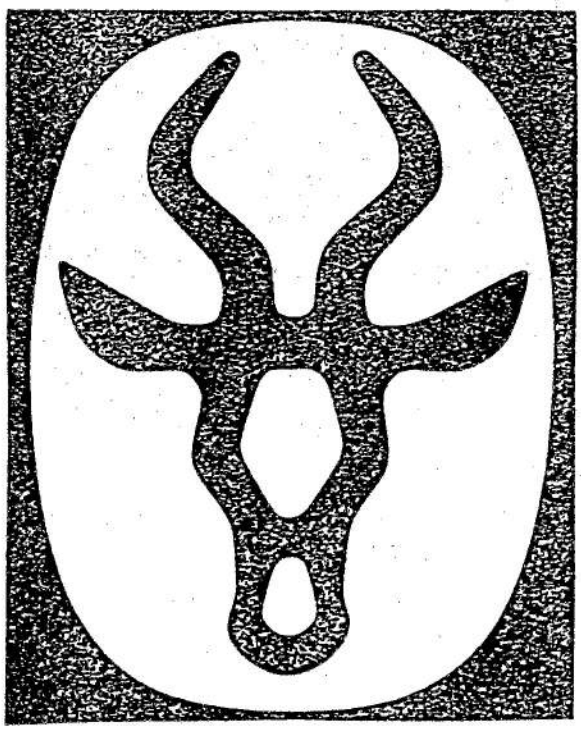
KENNISGEWING 176 VAN 1992

DEPARTEMENT VAN HANDEL EN NYWERHEID

HANDELSWAREMERKE-WET, 1941
(WET 17 VAN 1941)

VOORGENOME VERBOD OP DIE GEBRUIK VAN 'N SEKERE MERK

Ooreenkomstig die vereistes van artikel 13 van die Handelswaremerke-Wet, 1941 (Wet 17 van 1941), word hierby bekend gemaak dat die Suid-Afrikaanse Buro vir Standaarde (S A B S) 'n versoek gerig het dat 'n verbod kragtens artikel 15 (1) van voormelde Wet op die gebruik van onderstaande S A B S—Springbokkopmerk geplaas word in verband met enige handel, besigheid, beroep of bedryf of in verband met 'n handelsmerk, merk of handelsomskrywing wat op ware aangebring is, uitgesonder die gebruik daarvan deur genoemde Buro of sy gevolmagtigdes.



Belanghebbendes word versoek om vertoë wat hulle in verband met die aangeleentheid wil rig, skriftelik by die Registrateur van Handelsmerke, Privaatsak X400, Pretoria, 0001, in te dien sodat dit hom binne 30 dae na publikasie van hierdie kennisgewing bereik.

(28 Februarie 1992)

KENNISGEWING 177 VAN 1992

DEPARTEMENT VAN HANDEL EN NYWERHEID

HANDELSWAREMERKE-WET, 1941
(WET 17 VAN 1941)

VOORGENOME VERBOD OP DIE GEBRUIK VAN 'N SEKERE MERK

Ooreenkomstig die vereistes van artikel 13 van die Handelswaremerke-Wet, 1941 (Wet 17 van 1941), word hierby bekend gemaak dat die Suid-Afrikaanse Buro vir Standaarde (S A B S) 'n versoek gerig het dat 'n verbod kragtens artikel 15 (1) van voormelde Wet op die gebruik van onderstaande S A B S—verpakkingsmerk geplaas word in verband met enige handel, besigheid, beroep of bedryf of in verband met 'n handelsmerk, merk of handelsomskrywing wat op ware aangebring is, uitgesonder die gebruik daarvan deur genoemde Buro of sy gevolmagtigdes.

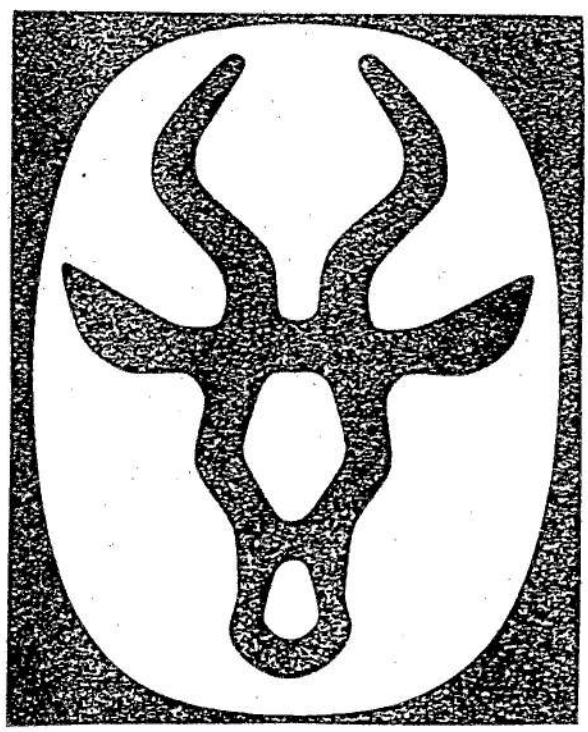
NOTICE 176 OF 1992

DEPARTMENT OF TRADE AND INDUSTRY

MERCHANDISE MARKS ACT, 1941
(ACT 17 OF 1941)

PROPOSED PROHIBITION OF THE USE OF A CERTAIN MARK

In pursuance of the requirements of section 13 of the Merchandise Marks Act, 1941 (Act 17 of 1941), it is hereby notified that the South African Bureau of Standards (S A B S) requested a prohibition in terms of section 15 (1) of the said Act, of the use of the undermentioned S A B S Springbokhead mark in connection with any trade, business, profession or occupation or in connection with a trade mark, mark or trade description applied to goods, other than the use thereof by or with the consent of the said Bureau.



Interested persons are invited to submit in writing such representations as they may care to make in regard to the matter to the Registrar of Trade Marks, Private Bag X400, Pretoria, 0001, to reach him within 30 days of the publication of this notice.

(28 February 1992)

NOTICE 177 OF 1992

DEPARTMENT OF TRADE AND INDUSTRY

MERCHANDISE MARKS ACT, 1941
(ACT 17 OF 1941)

PROPOSED PROHIBITION OF THE USE OF A CERTAIN MARK

In pursuance of the requirements of section 13 of the Merchandise Marks Act, 1941 (Act 17 of 1941), it is hereby notified that the South African Bureau of Standards (S A B S) requested a prohibition in terms of section 15 (1) of the said Act, of the use of the undermentioned S A B S packaging mark in connection with any trade, business, profession or occupation or in connection with a trade mark, mark or trade description applied to goods, other than the use thereof by or with the consent of the said Bureau.

Belanghebbendes word versoek om vertoë wat hulle in verband met die aangeleentheid wil rig, skriftelik by die Registrateur van Handelsmerke, Privaatsak X400, Pretoria, 0001, in te dien sodat dit hom binne 30 dae na publikasie van hierdie kennisgewing bereik.

(28 Februarie 1992)

KENNISGEWING 178 VAN 1992

DEPARTEMENT VAN HANDEL EN NYWERHEID

HANDELSWAREMERKE-WET, 1941
(WET 17 VAN 1941)

VOORGENOME VERBOD OP DIE GEBRUIK VAN 'N SEKERE MERK

Ooreenkomstig die vereistes van artikel 13 van die Handelswaremerke-Wet, 1941 (Wet 17 van 1941), word hierby bekend gemaak dat die Suid-Afrikaanse Buro vir Standaarde (S A B S) 'n versoek gerig het dat 'n verbod kragtens artikel 15 (1) van voormelde Wet op die gebruik van onderstaande S A B S—diamantmerk geplaas word in verband met enige handel, besigheid, beroep of bedryf of in verband met 'n handelsmerk, merk of handelsomskrywing wat op ware aangebring is, uitgesonder die gebruik daarvan deur genoemde Buro of sy gevolmagtigdes.

Interested persons are invited to submit in writing such representations as they may care to make in regard to the matter to the Registrar of Trade Marks, Private Bag X400, Pretoria, 0001, to reach him within 30 days of the publication of this notice.

(28 February 1992)

NOTICE 178 OF 1992

DEPARTMENT OF TRADE AND INDUSTRY

MERCHANDISE MARKS ACT, 1941
(ACT 17 OF 1941)

PROPOSED PROHIBITION OF THE USE OF A CERTAIN MARK

In pursuance of the requirements of section 13 of the Merchandise Marks Act, 1941 (Act 17 of 1941), it is hereby notified that the South African Bureau of Standards (S A B S) requested a prohibition in terms of section 15 (1) of the said Act, of the use of the undermentioned S A B S diamond mark in connection with any trade, business, profession or occupation or in connection with a trade mark, mark or trade description applied to goods, other than the use thereof by or with the consent of the said Bureau.

Belanghebbendes word versoek om vertoë wat hulle in verband met die aangeleentheid wil rig, skriftelik by die Registrateur van Handelsmerke, Privaatsak X400, Pretoria, 0001, in te dien sodat dit hom binne 30 dae na publikasie van hierdie kennisgewing bereik.

(28 Februarie 1992)

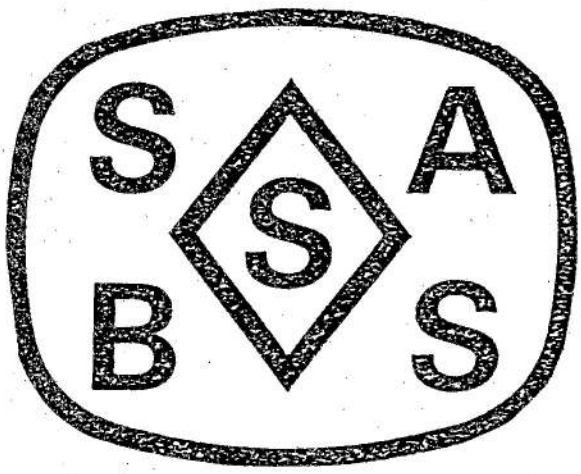
KENNISGEWING 179 VAN 1992

DEPARTEMENT VAN HANDEL EN NYWERHEID

HANDELSWAREMERKE-WET, 1941
(WET 17 VAN 1941)

VOORGENOME VERBOD OP DIE GEBRUIK VAN 'N SEKERE MERK

Ooreenkomstig die vereistes van artikel 13 van die Handelswaremerke-Wet, 1941 (Wet 17 van 1941), word hierby bekend gemaak dat die Suid-Afrikaanse Buro vir Standaarde (S A B S) 'n versoek gerig het dat 'n verbod kragtens artikel 15 (1) van voormelde Wet op die gebruik van onderstaande S A B S—kwaliteitsmerk geplaas word in verband met enige handel, besigheid, beroep of bedryf of in verband met 'n handelsmerk, merk of handelsomskrywing wat op ware aangebring is, uitgesonder die gebruik daarvan deur genoemde Buro of sy gevolmagtigdes.



Belanghebbendes word versoek om vertoë wat hulle in verband met die aangeleentheid wil rig, skriftelik by die Registrateur van Handelsmerke, Privaatsak X400, Pretoria, 0001, in te dien sodat dit hom binne 30 dae na publikasie van hierdie Kennisgewing bereik.

(28 Februarie 1992)

KENNISGEWING 180 VAN 1992

PROVINSIALE ADMINISTRASIE VAN DIE KAAP DIE GOEIE HOOP

PORT ALFRED: VOORGESTELDE VERHURING VAN 'N AANLEGSTEIER IN DIE KOWIE RIVIER TEENOOR ERF 636

Ingevolge artikel 3 (5) van die Strandwet, 1935 (Wet 21 van 1935) word hiermee bekend gemaak dat dit die voorneme is om 'n huurooreenkoms met mnr. H. S. John aan te gaan waarin voorsiening gemaak word vir die konstruksie van 'n aanlegsteier.

Interested persons are invited to submit in writing such representations as they may care to make in regard to the matter to the Registrar of Trade Marks, private Bag X400, Pretoria, 0001, to reach him within 30 days of the publication of this notice.

(28 February 1992)

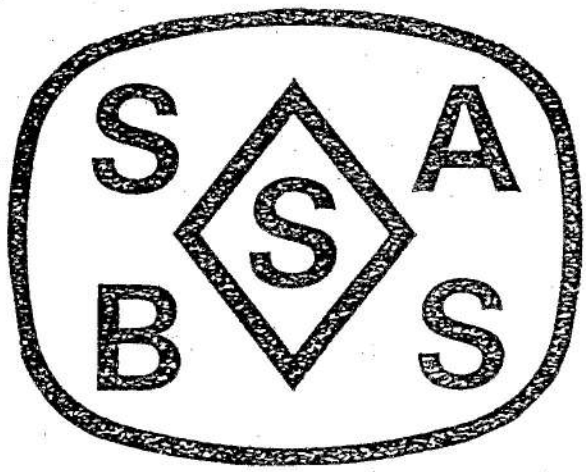
NOTICE 179 OF 1992

DEPARTMENT OF TRADE AND INDUSTRY

MERCHANDISE MARKS ACT, 1941
(ACT 17 OF 1941)

PROPOSED PROHIBITION OF THE USE OF A CERTAIN MARK

In pursuance of the requirements of section 13 of the Merchandise Marks Act, 1941 (Act 17 of 1941), it is hereby notified that the South African Bureau of Standards (S A B S) requested a prohibition in terms of section 15 (1) of the said Act, of the use of the undermentioned S A B S quality mark in connection with any trade, business, profession or occupation or in connection with a trade mark, mark or trade description applied to goods, other than the use thereof by or with the consent of the said Bureau.



Interested persons are invited to submit in writing such representations as they may care to make in regard to the matter to the Registrar of Trade Marks, Private Bag X400, Pretoria, 0001, to reach him within 30 days of the publication of this notice.

(28 February 1992)

NOTICE 180 OF 1992

PROVINCIAL ADMINISTRATION OF THE CAPE OF GOOD HOPE

PORT ALFRED: PROPOSED LEASE OF A LANDING STAGE IN THE KOWIE RIVER OPPOSITE ERF 636

Notice is hereby given in terms of section 3 (5), of the Sea-Shore Act, 1935 (Act 21 of 1935) that it is proposed to enter into a lease with Mr H. S. John in which provision is made for the construction of a landing stage.

'n Liggingsplan van die gebied wat deur die voorgestelde aanlegsteier 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 30 Maart 1992.

(28 Februarie 1992)

KENNISGEWING 181 VAN 1992

PROVINSIALE ADMINISTRASIE VAN DIE KAAP DIE GOEIE HOOP

HUMANSDORP: VOORGESTELDE KONSTRUKSIE VAN 'N AANLEGSTEIER IN DIE KROMMERIVIER

Ingevolge artikel 3 (5) van die Strandwet, 1935 (Wet 21 van 1935) word hiermee bekend gemaak dat dit die voorneme is om 'n huurooreenkoms met mnre. Goedgeloof (Edms.) Bpk., aan te gaan waarin voorsiening gemaak word vir die konstruksie van 'n aanlegsteier.

'n Liggingsplan van die gebied wat deur die voorgestelde aanlegsteier 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 30 Maart 1992.

(28 Februarie 1992)

KENNISGEWING 182 VAN 1992

ADMINISTRASIE: VOLKSRAAD

KENNISGEWING VAN VERGADERING VAN SKULDEISERS KRAGTENS ARTIKEL 22 (1) VAN DIE WET OP LANDBOUKREDIET, 1966

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

J. H. SMIT,

Direkteur: Direktoraat Finansiële Bystand, Departement van Landbou-Ontwikkeling

A locality sketch of the area affected by the proposed landing stage 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 30 March 1992.

(28 February 1992)

NOTICE 181 OF 1992

PROVINCIAL ADMINISTRATION OF THE CAPE OF GOOD HOPE

HUMANSDORP: PROPOSED CONSTRUCTION OF A JETTY IN THE KROMME RIVER

Notice is hereby given in terms of Section 3 (5), of the Sea-Shore Act, 1935 (Act 21 of 1935) that it is proposed to enter into a lease with Messrs Goedgeloof (Pty.) Ltd, in which provision is made for the construction of a jetty.

A locality sketch of the area affected by the proposed jetty 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 30 March 1992.

(28 February 1992)

NOTICE 182 OF 1992

ADMINISTRATION: HOUSE OF ASSEMBLY

NOTICE OF MEETING OF CREDITORS IN TERMS OF SECTION 22 (1) OF THE AGRICULTURAL CREDIT ACT, 1966

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

J. H. SMIT

Director: Directorate Financial Assistance Department of Agricultural Development

Aansoek van Application by	Plek van byeenkoms Place of meeting	Datum en tyd Date and time
Frans Johannes Parsons (Id. 550301 5134 008) en/and **Sarel Petrus Kilian (Id. 440125 5074 003),** PK Boerdery Vennootskap, Topveld Skeerdienste BK, van die plaas/of the farm Sukkelaar; Posbus/P.O. Box 932, Bethal, 2310.	Kantoor van die Landdros/Magistrate's Office, Bethal	30 Maart/March 1992 om/at 10:00.

(28 Februarie 1992)/(28 February 1992)

KENNISGEWING 183 VAN 1992

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN LANDBOU-ONTWIKKELING

KENNISGEWING VAN VERGADERING VAN SKULDEISERS KRAGTENS ARTIKEL 22 (1) VAN DIE WET OP LANDBOUKREDIET, 1966

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

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

NOTICE 183 OF 1992

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF AGRICULTURAL DEVELOPMENT

NOTICE OF MEETING OF CREDITORS IN TERMS OF SECTION 22 (1) OF THE AGRICULTURAL CREDIT ACT, 1966

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

J. H. SMIT,
Director: Directorate Financial Assistance, Department of Agricultural Development.

Aansoek van Application by	Plek van byeenkoms Place of meeting	Datum en tyd Date and time
Johannes Andries Nicolaas Matthee (Id. 390216 5017 082), van die plaas/of the farm Smitsrus; Posbus/P.O. Box 514, Parys, 9585	Kantoor van die Landdros/Magistrate's Office, Parys	10 April 1992 om/at 8:00.

(28 Februarie 1992)/(28 February 1992)

KENNISGEWING 184 VAN 1992

UITSLAG VAN TUSSENVERKIESING VIR DIE VOLKSRAAD: KIESAFDELING POTCHEFSTROOM

Ooreenkomstig artikels 108 en 109 van die Kieswet, 1979 (Wet No. 45 van 1979), word die volgende besonderhede betreffende die verkiesing van 'n lid van die Volksraad vir die kiesafdeling Potchefstroom gehou op 19 Februarie 1992 hiermee vir algemene inligting gepubliseer:

NOTICE 184 OF 1992

RESULT OF THE HOUSE OF ASSEMBLY BY-ELECTION: ELECTORAL DIVISION OF POTCHEFSTROOM

In accordance with sections 108 and 109 of the Electoral Act, 1979 (Act No. 45 of 1979), the following particulars relating to the election of a member of the House of Assembly for the Electoral Division of Potchefstroom held on 19 February 1992 are hereby published for general information:

Kiesafdeling Electoral Division	(a) Naam van verkose persoon (b) Meerderheidstemme van verkose persoon (c) Datum met ingang waarvan verkies verklaar (a) Name of person elected (b) Majority of votes of person elected (c) Date with effect from which declared elected	Stemme uitgebring en politieke party verteenwoordig Votes polled for, and political party represented		Getal verworpe-stembriewe Number of ballot papers rejected	(a) Totale getal stemme uitgebring (b) Stemper-sentasie (a) Total number of votes polled (b) Polling percentage	Totale getal kiesers op kieserslys Number of voters on voters' list
		Kandidaat Candidate	Politieke Party Political Party			
Potchefstroom	(a) A. S. Beyers (b) 2 140 (c) 1992-02-19	A. S. Beyers 9 746 J. G. Krüger 7 606	Konserwatiewe Party/ Conservative Party Nasionale Party/ National Party	45	(a) 17 397 (b) 75,36%	23 083

(28 Februarie 1992)/(28 February 1992)

KENNISGEWING 185 VAN 1992

KENNISGEWING VAN AANSOEK OM GOEDKEURING VIR DIE OPRIGTING VAN 'N NUWE ABATTOIR KRAGTENS ARTIKEL 12 (1) VAN DIE WET OP DIE ABATTOIRBEDRYF, 1976 (WET 54 VAN 1976)

Kennis geskied hiermee kragtens artikel 12 (1) van die Wet op die Abattoirbedryf, 1976 (Wet 54 van 1976), dat mnr. J. A. Beukes, Posbus 88, Hofmeyr, 5930, kragtens artikel 11 van genoemde Wet by die Minister van Landbou aansoek gedoen het om goedkeuring vir die oprigting van 'n nuwe abattoir op die plaas Dagbreek, Hofmeyr.

Indien die aansoek toegestaan word, sal die abattoir gebruik word vir die slag van vier beeste of 20 skape/bokke of twee varke per dag vir die voorsiening van vleis aan die inwoners van Hofmeyr en omgewing.

Iemand wat vertoë of besware in verband met bogenoemde aansoek wil rig, moet sodanige vertoë of besware aan die Voorsitter, Abattoirkommissie, Privaatsak X250, Pretoria, 0001, rig binne 'n tydperk van 30 dae vanaf datum van publiksie van hierdie kennisgewing en op die wyse uiteengesit in die regulasies kragtens genoemde Wet uitgevaardig.

Aandag word gevestig op die bepalings van regulasie 11 (6) van die genoemde regulasies wat vereis dat iemand wat vertoë of besware teen 'n aansoek aan die Minister voorlê, terselfdertyd 'n afskrif van die stuk waarin sy besware uiteengesit is op die betrokke applikant moet bestel.

L.W.: Die regulasies vereis dat besware onder eed bevestig en in drievoud voorgelê moet word.

(28 Februarie 1992)

KENNISGEWING 186 VAN 1992

DOEANE- EN AKSYNSTARIEFAANSOEKE: LYS 7/92

Onderstaande aansoeke betreffende die Doeane-en Aksynstarief is deur die Raad van Handel en Nywerheid ontvang. Enige beswaar teen of kommentaar op hierdie vertoë moet binne ses weke na die datum van hierdie kennisgewing aan die Voorsitter, Raad van Handel en Nywerheid, Privaat Sak X753, Pretoria, 0001, gerig word. Die aandag word daarop gevestig dat die skale van reg wat in die 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.

Verlaging van die reg op:

Slotte met verhewe sluitplate, indeelbaar by tariefsubpos 8301.40.10, van 25 persent *ad valorem* tot vry van reg.

[RHN-verw. T5/2/8/3/1 (910362 en 910445) (Me. H. S. Claassens)]

Applikante:

Seemac Products (Pty) Ltd, Posbus 10217, Botshabelo; en

Travel Industries (Pty) Ltd, Posbus 801, Pinetown, 3600.

Intrekking van die kortingfasiliteite ten opsigte van:

Slotte en onderdele daarvan, van onedelmetaal, vir die vervaardiging van handsakke (item 308.02/83.01/01.00).

[RHN-verw. T5/2/8/3/1 (910362 en 910445) (Me. H. S. Claassens)]

NOTICE 185 OF 1992

NOTICE OF APPLICATION FOR APPROVAL FOR THE ERECTION OF A NEW ABATTOIR IN TERMS OF SECTION 12 (1) OF THE ABATTOIR INDUSTRY ACT, 1976 (ACT 54 OF 1976)

It is hereby made known in terms of section 12 (1) of the Abattoir Industry Act, 1976 (Act 54 of 1976), that Mr J. A. Beukes, P.O. Box 88, Hofmeyr, 5930, has in terms of section 11 of the said Act applied to the Minister of Agriculture for approval for the erection of a new abattoir on the farm Dagbeek, Hofmeyr.

If the application is granted, the abattoir will be used for the slaughter of four head of cattle or 20 sheep/goats or two pigs per day for supplying meat to the residents of Hofmeyr and vacinity.

Any person intending to submit representations or objections in regard to the above-mentioned application shall forward such representations or objections to the Chairman, Abattoir Commission, Private Bag X250, Pretoria, 0001, within a period of 30 days from the date of publication of this notice and in the manner set out in the regulations published under the said Act.

Attention is invited to the provisions of regulation 11 (6) of the said regulations which require any person who submits objections to an application to the Minister to serve on the applicant concerned a copy of the document in which his objections are set out.

Note: The regulations require that objections be affirmed under oath and submitted in triplicate.

(28 February 1992)

NOTICE 186 OF 1992

CUSTOMS AND EXCISE TARIFF APPLICATIONS: LIST 7/92

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 Chairman, 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 may, depending on its findings, recommend lower or higher rates of duty.

Reduction in the duty on:

Combination locks with raised lock plates, classifiable under tariff subheading 8301.40.10, from 25 per cent *ad valorem* to free of duty.

[BTI Ref. T5/2/8/3/1 (910362 and 910445) (Ms H. S. Claassens)]

Applicants:

Seemac Products (Pty) Ltd, P.O. Box 10217, Botshabelo; and

Travel Industries (Pty) Ltd, P.O. Box 801, Pinetown, 3600.

Withdrawal of the rebate facilities in respect of:

Locks and parts thereof of base metal, for the manufacture of handbags (item 308.02/83.01/01.00).

[BTI Ref. T5/2/8/3/1 (910362 and 910445) (Ms H. S. Claassens)]

Applikante:

Seemac Products (Pty) Ltd, Posbus 10217, Botshabelo; en

Travel Industries (Pty) Ltd, Posbus 801, Pinetown, 3600.

Algemeen:

1. (a) Intrekking van die kortingfasiliteite ten opsigte van:

(i) Monochloorasynsuur (Item 306.01/29.15/06.00, 306.10/29.15/02.00 en 307.01/29.15/03.00);

(ii) asynsuuranhidried (Item 306.01/29.15/01.00);

(iii) monokarboksielsure (uitgesonderd mieresuur) (Item 306.01/29.15/04.00; en

(iv) kalsiumasetaat (Item 307.01/29.15/01.00).

(b) Wysiging van kortingitems 306.01, 306.10 en 307.01 deur die voorsienings by 29.15 te vervang deur die volgende:

Applicants:

Seemac Products (Pty) Ltd, P.O. Box 10217, Botshabelo; and

Travel Industries (Pty) Ltd, P.O. Box 801, Pinetown, 3600.

General:

1. (a) Withdrawal of the rebate facilities in respect of:

(i) Monochloroacetic acid (Item 306.01/29.15/06.00, 306.10/29.15/02.00 and 307.01/29.15/03.00);

(ii) acetic anhydride (Item 306.01/29.15/01.00);

(iii) monocarboxylic acids (excluding formic acid) (Item 306.01/29.15/04.00); and

(iv) calcium acetate (Item 307.01/29.15/01.00).

(b) Amendment of rebate items 306.01, 306.10 and 307.01 by the substitution for provisions 29.15 of the following:

Kortingitem	*Tariefpos*	*Kortingkode*	*Beskrywing*	*Mate van Korting*
306.01				
	"2915.24	01.06	Asynsuuranhidried, vir die vervaardiging van chemikalieë van farmaseutiese graad	Volle reg
	2915.40	01.06	Metieldichloorasetaat, vir die vervaardiging van chlooramfenikol en esters daarvan	Volle reg
		02.06	Trichloorasynsuur, vir die vervaardiging van karbamassapien	Volle reg
	2915.90	01.06	N-Butielchloorformiaat, vir die vervaardiging van alkoholperoksiede, eterperoksiede, ketoonperoksiede en karboksielsuurperoksiede	Volle reg"
306.10				
	"2915.24	01.06	Asynsuuranhidried, vir die vervaardiging van emulgeermiddels	Volle reg
	2915.40	01.06	Natriummonochloorasetaat, vir die vervaardiging van flotteringsreageermiddels	Volle reg
	2915.90	01.06	Oktanoësuur en 2-etielheksoësuur, vir die vervaardiging van stabiliseerders	Volle reg"
307.01				
	"2915.24	01.06	Asynsuuranhidried	Volle reg
	2915.40	01.06	Natriummonochloorasetaat, vir die vervaardiging van natriumkarboksimetielsellulose	Volle reg
	2915.70	01.06	Kalsiumstearaat	Volle reg
	2915.90	01.06	Glisidielester van versadigde asikliese monokarboksielsure	Volle reg
		02.06	Vinielesters van versadigde asikliese monokarboksielsure	Volle reg"

[RHN-verw. T5/1/15 (920012) (Mnr. D. Potter)]

Rebate Item	*Tariff Heading*	*Rebate Code*	*Description*	*Extent of Duty*
306.01				
	"2915.24	01.06	Acetic anhydride, for the manufacture of chemicals of pharmaceutical grade	Full duty
	2915.40	01.06	Methyl dichloroacetate, for the manufacture of chloramphenicol and esters thereof	Full duty
		02.06	Trichloroacetic acid, for the manufacture of carbomazapine	Full duty
	2915.90	01.06	N-Butyl chloroformate, for the manufacture of alcohol peroxides, ether peroxides, ketone peroxides and carboxylic acid peroxides	Fully duty"
306.10				
	"2915.24	01.06	Acetic anhydride, for the manufacture of emulsifiers	Full duty
	2915.40	01.06	Sodiummonchloroacetate, for the manufacture of flotation reagents	Full duty
	2915.90	01.06	Octanoic acid and 2-ethylhexoic acid, for the manufacture of stabilisers	Full duty"
307.01				
	"2915.24	01.06	Acetic anhydride	Full duty
	2915.40	01.06	Sodiummonchloroacetate, for the manufacture of sodiumcarboxymethyl cellulose	Full duty
	2915.70	01.06	Calciumstearate	Full duty
	2915.90	01.06	Glycydal ester of saturated acyclic monocarboxylic acids	Full duty
		02.06	Vinyl esters of saturated acyclic monocarboxylic acids	Full duty"

[BTI Ref. T5/1/15 (920012) (Mr D. Potter)]

Applikant:

Die Kommissaris van Doeane en Aksyns, Privaat Sak X47, Pretoria, 0001.

Applicant:

The Commissioner for Customs and Excise, Private Bag X47, Pretoria, 0001.

2. Vervanging van die huidige voorsienings by tariefsubposte 8536.20.30, 8536.30.30, 8536.50.45, 8536.50.80, 8536.61.40, 8536.69.50 en 8538.90.60 deur die volgende:

Subpos	*Artikelbeskrywing*	*Skaal van Reg*
8536.20.30	Ander, vir 'n spanning van minder as 500 V	20%
8536.30.30	Skakelaarsekerings, vir 'n spanning van minder as 500 V	20%
8536.50.45	Ander, vir 'n spanning van minder as 500 V (uitgesonderd motoraansitterskakelaars)	20%
.80	Ander, met gevormde omhulsels van plastiek, met 'n stroomdravermoë van hoogstens 1,250 kA, vir 'n spanning van hoogstens 1 000 V (WS) of 125 V per pool (GS) en 'n breekvermoëaanslag van hoogstens 100 kA	25%
8536.61.40	Ander, vir 'n spanning van minder as 500 V	20%
8636.69.50	Ander, vir 'n spanning van minder as 500 V	20%
8538.90.60	Vir ander skakelaars, stopkontakte, sokke, kontaksokke, aansluitproppe en lamphouers, vir 'n spanning van minder as 500 V	20%

[RHN-verw. T5/1/15 (920039) (Mnr. R. J. van den Berg)]

Applikant:

Die Kommissaris van Doeane en Aksyns, Privaat Sak X47, Pretoria, 0001.

Opmerking: Hierdie aansoek vervang die aansoek wat in Lys 47/91 by Algemene Kennisgewing 1161 in *Staatskoerant* 13656 van 6 Desember 1991 gepubliseer is.

Lys 6/92 is by Algemene Kennisgewing 164 van 21 Februarie 1992 gepubliseer.

(28 Februarie 1992)

KENNISGEWING 187 VAN 1992

KANTOOR VIR OPENBARE ONDERNEMINGS EN PRIVATISERING

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

Die Raad op Mededinging maak kragtens artikel 10 (4) van die Wet op die Handhawing en Bevordering van Mededinging 1979 (Wet No. 96 van 1979), vir algemene inligting bekend dat hy ingevolge artikel 10 (1) (a) ondersoek instel na enige "beperkende praktyke", soos omskryf in artikel 1 van die Wet, wat mag bestaan of ontstaan in die distribusie van een of meer van die volgende produkte: Yster, staal, vlekvrye staal, nie-yster-houdendemetaal, yster- en nie-ysterhoudende skrot.

Enige persoon kan binne dertig (30) dae vanaf die datum van hierdie Kennisgewing skriftelike vertoë rig aan die Direkteur: Ondersoeke van die Raad op Mededinging, Privaatsak X720, Pretoria, 0001, of Telefax (012) 322-5428 (Verwysing R4/2/1/2/73 en R4/2/1/2/74).

2. Substitution for the existing provisions under tariff subheadings 8536.20.30, 8536.30.30, 8536.50.45, 8536.50.80, 8536.61.40, 8536.69.50 and 8538.90.60 of the following:

Subheading	*Article Description*	*Rate of Duty*
8536.20.30	Other, for a voltage of less than 500 V	20%
8536.30.30	Switch fuses, for a voltage of less than 500 V	20%
8536.50.45	Other, for a voltage of less than 500 V (excluding motor starter switches)	20%
.80	Other, with moulded casings of plastics, with a current rating not exceeding 1,250 kA, for a voltage not exceeding 1 000 V (AC) or 125 V per pole (DC) and a breaking capacity not exceeding 100, kA	25%
8536.61.40	Other, for a voltage of less than 500 V	20%
8536.69.50	Other, for a voltage of less than 500 V	20%
8538.90.60	For other switches, plugs, sockets, socket outlets, adaptors and lamp-holders, for a voltage of less than 500 V	20%

[BTI Ref. T5/1/15 (920039) (Mr R. J. van den Berg)]

Applicant:

The Commissioner for Customs and Excise, Private Bag X47, Pretoria, 0001.

Note: This application supersedes the application published in List 47/91 under General Notice 1161, in *Government Gazette* 13656 of 6 December 1991.

List 6/92 was published under General Notice 164 of 21 February 1992.

(28 February 1992)

NOTICE 187 OF 1992

OFFICE FOR PUBLIC ENTERPRISES AND PRIVATISATION

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

The Competition Board hereby makes known for general information in terms of section 10 (4) of the Maintenance and Promotion of Competition Act, 1979 (Act No. 96 of 1979), that it is undertaking an investigation in terms of section 10 (1) (a) of the Act to determine whether any "restrictive practices", as defined in section 1 of the Act, exist or may come into existance in the distribution of one or more of the following products: Iron, steel, stainless steel, non-ferrous metals, ferrous and non-ferrous scrap metals.

Any person may within thirty (30) days from the date of this Notice submit written representations regarding this investigation to the Director: Investigations of the Competition Board, Private Bag X720, Pretoria, 0001, or Telefax (012) 322-5428 (Reference R4/2/1/2/73 and R4/2/1/2/74).

KENNISGEWING 188 VAN 1992

DEPARTEMENT VAN HANDEL EN NYWERHEID

WET OP SKADELIKE SAKEPRAKTYKE, 1988

Ek David de Villiers Graaff, Adjunkminister van Handel en Nywerheid, handelende namens die Minister van Handel en Nywerheid en van Ekonomiese Koördinering, publiseer hierby, ingevolge die bepalings van artikel 10 (3) van die Wet op Skadelike Sakepraktyke, 1988 (Wet No. 71 van 1988), die verslag van die Sakepraktykekomitee oor die uitslag van die ondersoek deur die Komitee gedoen kragtens Algemene Kennisgewing 870 van 1988 soos gepubliseer in *Staatskoerant* No. 11606 gedateer 15 Desember 1988, soos in die Bylae uiteengesit.

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

NOTICE 188 OF 1992

DEPARTMENT OF TRADE AND INDUSTRY

HARMFUL BUSINESS PRACTICES ACT, 1988

I, David de Villiers Graaff, Deputy Minister of Trade and Industry, acting on behalf of the Minister of Trade and Industry and of Economic Co-ordination, do hereby in terms of section 10 (3) of the Harmful Business Practices Act, 1988 (Act No. 71 of 1988), publish the report of the Business Practices Committee on the result of an investigation made by the Committee pursuant to General Notice 870 as published in *Government Gazette* No. 11606 dated 15 December 1988 as set out in the Schedule.

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

BYLAE

SAKEPRAKTYKEKOMITEE

VERSLAG INGEVOLGE ARTIKEL 9 (2) VAN DIE WET OP SKADELIKE SAKEPRAKTYKE, 1988 (WET No. 71 VAN 1988)

Verslag No. 12

DYMAR ENTERPRISES BK

Inhoud

1. Inleiding

Op 13 September 1988 het 'n advertensie in die "Pretoria News" en "Die Beeld" verskyn. Die advertensie het aan die publiek die geleentheid voorgehou om 'n eie hoogs winsgewende besigheid te bedryf deur die verkoop van "Studiemetodes/Leersisteme". Hierdie aanbod is deur Dymar Enterprises BK gemaak. Laasgenoemde het by lede 'n verwagting van 'n onrealistiese hoë jaarlikse inkomste geskep.

Die Sakepraktykekomitee het in hierdie praktyk 'n moontlike skadelike sakepraktyk gesien. Nadat Dymar Enterprises in gebreke gebly het om te reageer op 'n formele navraag van die Komitee is besluit om 'n formele ondersoek kragtens artikel 8 (1) (a) van die Wet op Skadelike Sakepraktyke, 1988 (Wet No. 71 van 1988), te loods. Kennis van die voorgehoue ondersoek is gegee in Kennisgewing 870 van 1988, en is gepubliseer in *Staatskoerant* No. 11606 van 15 Desember 1988.

Die genoemde ondersoek het aanleiding gegee tot 'n reëling tussen Dymar Enterprises BK en die Sakepraktykekomitee ingevolge artikel 9 (1) van die gemelde Wet. Die Komitee doen hiermee ingevolge artikel 9 (2) van die Wet verslag.

2. Die partye

Die partye is mnr. Peter Dykes, mnr. David Mark en mev. Pam Hargovan van Dymar Enterprises BK.

3. Die praktyk

Individue word gewerf om franchise-operateurs van Dymar Enterprises BK te word. Die voornemende operateurs woon 'n basiese kursus (fase 1) by wat R1 470 kos. Aan die einde van hierdie kursus het die individu 'n keuse of hy 'n franchise-operateur wil word of nie. Na voltooing van bogenoemde, moet 'n verdere program (fase 2) teen 'n koste van ±R3 000 onderneem word alvorens franchise-operateurs toegelaat word om "Studiemetodes/Leersisteme" teen 'n koste van R1 470 elk aan die algemene publiek ten behoewe van Dymar Enterprises BK te verkoop. Op hierdie statium beloop die algehele uitleg van die franchise ±R4 500.

Die franchise-operateur koop die sisteem by Dymar Enterprises BK teen 40% van die kleinhandelsprys van R1 470 en die oorblywende balans word deur die franchise-operateur vir sy eie rekening teruggehou.

4. Voorleggings

Dymar Enterprises BK het in die advertensies daarop aanspraak gemaak dat dit internasionaal opereer, deur buitelandse regerings erken is en dat enige operateur tot R140 000 per jaar kan verdien. Hierdie bewerings was misleidend.

Die Sakepraktykekomitee het 'n reëling met die partye aangaande die advertensie-aansprake getref.

5. Die reëling

Die reëling tussen Dymar Enterprises BK en die Sakepraktykekomitee behels die volgende:

Dymar Enterprises BK, insluitend enige liggaam met of sonder regspersoonlikheid daarmee geaffilieer en enige beampte, agent of werknemer daarvan sal vanaf die datum van publikasie van hierdie reëling in die *Staatskoerant* nie in enige van hul advertensies beweer dat—

1. Dymar Enterprises BK insluitend enige liggaam met of sonder regspersoonlikheid daarmee geaffilieer internasionaal opereer nie, mits die aard en omvang van sodanige internasionale betrokkenheid korrek gereflekteer word nie;
2. Dymar Enterprises BK insluitend enige liggaam met of sonder regspersoonlikheid daarmee geaffilieer erkenning geniet deur ander lande se regerings nie;
3. Enige lisensiehouer R140 000 per jaar kan verdien, sonder dat die bewering gekwalifiseer word met 'n stelling dat sodanige lisensiehouer oor buitengewone bekwaamhede moet beskik nie.

6. Gevolgtrekking en aanbeveling

Mnr. Dykes, mnr. Mark en mev. Hargovan het hulle instemming te kenne gegee deur die aangehegte reëling te onderteken.

Die Sakepraktykekomitee beveel aan dat die Minister die publisering van die reëling in die *Staatskoerant* tesame met hierdie verslag, goedkeur.

SCHEDULE

BUSINESS PRACTICES COMMITTEE

REPORT IN TERMS OF SECTION 9 (2) OF THE HARMFUL BUSINESS PRACTICES ACT, 1988 (ACT No. 71 of 1988)

Report No. 12

DYMAR ENTERPRISES CC

Contents

1. Introduction

On 13 September 1988 an advertisement appeared in the "Pretoria News" and "Die Beeld". The advertisement offered the public the opportunity to run their own highly profitable business by way of selling "Study Methods/Learning Systems". This offer was made by Dymar Enterprises CC. The latter promised members an unrealistically high income per annum.

The Business Practices Committee saw a possible harmful business practice herein. After failure by Dymar Enterprises CC to respond to a formal enquiry by the Committee it was decided to launch a formal investigation in terms of section 8 (1) (a) of the Act. Notice of the intended investigation was given in Notice 870 of 1988, published in *Government Gazette* No. 11606 of 15 December 1988.

The said investigation led to an arrangement between Dymar Enterprises CC and the Business Practices Committee in terms of section 9 (1) of the Act. The Committee hereby reports in terms of section 9 (2) of the Act.

2. The parties

The parties are Mr Peter Dykes, Mr David Mark and Mrs Pam Hargovan of Dymar Enterprises CC.

3. The practice

Individuals are recruited to become franchise operators of Dymar Enterprises CC. The prospective operators attend a basic course (Phase I) costing R1 470. At the end of the course they may exercise an option to become franchise operators. Having completed the above, a further programme (Phase II) at a cost of ± R3 000 must be undertaken before franchise operators are permitted to sell "Study Methods/Learning Systems" to the general public at a cost of R1 470 each on behalf of Dymar Enterprises CC. At this stage the total outlay of the franchise is ± R4 500.

The franchise operator purchases the system from Dymar Enterprises CC at 40% of the retail price of R1 470, the remaining balance of 60% is retained by the franchise operator for his own account.

4. Representation

Dymar Enterprises CC claimed in the advertisement that it operated internationally, was recognized by foreign governments and that any operator could earn up to R140 000 per annum. These statements were misleading.

The Business Practices Committee reached an arrangement with the parties concerning the advertising claims of Dymar.

5. The arrangement

The arrangement between Dymar Enterprises CC and the Business Practices Committee reads as follows:

Dymar Enterprises CC or any body corporate or unincorporate affiliated thereto and any office bearer, agent or employee thereof shall with effect from the date of publication of this arrangement in the *Government Gazette* not state in any advertisement that:

1. Dymar Enterprises CC or any body corporate or unincorporate affiliated thereto operates internationally, provided that the nature and extent of such overseas involvement is accurately reflected;
2. Dymar Enterprises CC or any body corporate or unincorporate affiliated thereto, is recognised by foreign governments;
3. Any licensee can earn R140 000 per annum unless such a statement is qualified by the statement that only outstandingly competent licensees may be able to achieve this level of income.

6. Conclusion and recommendation

Mr Dykes, Mr Mark and Mrs Hargovan of Dymar Enterprises CC have shown their consent by signing the attached arrangement.

The Business Practices Committee recommends that the Minister approves the publication of the arrangement in the *Government Gazette,* together with this report.

PROF. L. A. TAGER,
Chairman: Business Practices Committee.

(28 Februarie 1992)/(28 February 1992)

KENNISGEWING 189 VAN 1992

DEPARTEMENT VAN HANDEL EN NYWERHEID

WET OP SKADELIKE SAKEPRAKTYKE, 1988

REËLING TUSSEN DIE SAKEPRAKTYKEKOMITEE EN DYMAR ENTERPRISES BK

Ek, David de Villiers Graaff, Adjunkminister van Handel en Nywerheid, handelende namens die Minister van Handel en Nywerheid en van Ekonomiese Koördinering, bekragtig en kondig hierby af, kragtens artikel 11 (2) van die Wet op Skadelike Sakepraktyke, 1988 (Wet No. 71 van 1988), die reëling wat in die Bylae hierby uiteengesit is.

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

NOTICE 189 OF 1992

DEPARTMENT OF TRADE AND INDUSTRY

HARMFUL BUSINESS PRACTICES ACT, 1988

ARRANGEMENT BETWEEN THE BUSINESS PRACTICES COMMITTEE AND DYMAR ENTERPRISES CC

I, David de Villiers Graaff, Deputy Minister of Trade and Industry acting on behalf of the Minister of Trade and Industry and of Economic Co-ordination, do hereby, in terms of section 11 (2) of the Harmful Business Practices Act, 1988 (Act No. 71 of 1988), confirm and publish the arrangement set out in the Schedule hereto.

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

BYLAE

Dymar Enterprises BK, insluitend enige liggaam met of sonder regspersoonlikheid daarmee geaffilieer en enige beampte agent of werknemer daarvan sal vanaf die datum van publikasie van hierdie kennisgewing in die *Staatskoerant* nie in enige van hul advertensies beweer dat—

1. Dymar Enterprises BK insluitend enige liggaam met of sonder regspersoonlikheid daarmee geaffilieer internasionaal opereer nie, tensy die aard en omvang van sodanige internasionale betrokkenheid korrek gereflekteer word nie;

2. Dymar Enterprises BK insluitend enige liggaam met of sonder regspersoonlikheid daarmee geaffilieer erkenning geniet deur ander lande se regerings nie;

3. enige lisensiehouer R140 000 per jaar kan verdien, sonder dat die bewering gekwalifiseer word met 'n stelling dat alleenlik lisensiehouers met buitegewone bekwaamhede hierdie vlak van inkomste kan bereik.

(28 Februarie 1992)

RAADSKENNISGEWINGS

RAADSKENNISGEWING 14 VAN 1992

WYSIGING VAN INDELING VAN PLAASLIKE OWERHEDE VOLGENS GRADE INGEVOLGE DIE WET OP DIE BESOLDIGING VAN STADSKLERKE, 1984

Ek, Jacobus Venter, Waarnemende Sekretaris van die Raad op die Besoldiging en Diensvoordele van Stadsklerke, handelende kragtens magtiging deur die gemelde Raad aan my verleen ingevolge artikel 8 (2) van die Wet op die Besoldiging van Stadsklerke, 1984 (Wet No. 115 van 1984), wysig hierby Bylae C by Goewermentskennisgewing No. R. 1153 van 29 Mei 1987 soos volg:

(i) Met ingang van 1 Desember 1991:

1. Deur—

(a) die woorde "Phola Ogies" waar dit onder Graad 3 voorkom, te skrap; en

(b) die woorde "Phola Ogies" na die woorde "Kutlwanong Odendaalsrus" onder Graad 5 in te voeg.

J. VENTER,
Waarnemende Sekretaris.
(28 Februarie 1992)

RAADSKENNISGEWING 15 VAN 1992

SUID-AFRIKAANSE RAAD VIR STADS- EN STREEKBEPLANNERS

Die ondergenoemde geregistreerde stads- en streekbeplanner is deur die Suid-Afrikaanse Raad vir Stads- en Streekbeplanners ingevolge sy reëls uitgevaardig kragtens artikel 28 (1) (d) van die Wet op Stads- en Streekbeplanners, 1984 (Wet 19 van 1984), skuldig bevind op 'n aanklag van onbehoorlike gedrag. Sy naam asook besonderhede van die straf wat hom opgelê is word vir algemene kennisname bekendgemaak.

SCHEDULE

Dymar Enterprises CC including any body corporate or unincorporate affiliated thereto and any office bearer, agent or employee thereof shall with effect from the date of publication of this arrangement in the *Government Gazette* not state in any advertisement that—

1. Dymar Enterprises CC or any body corporate or unincorporate affiliated thereto operates internationally, provided that the nature and extent of such overseas involvement is accurately reflected;

2. Dymar Enterprises CC or any body corporate or unincorporate affiliated thereto, is recognised by foreign governments;

3. any licensee can earn R140 000 per annum unless such a statement is qualified by the statement that only outstandingly competent licensees may be able to achieve this level of income.

(28 February 1992)

BOARD NOTICES

BOARD NOTICE 14 OF 1992

AMENDMENT OF CLASSIFICATION OF LOCAL AUTHORITIES ACCORDING TO GRADES IN TERMS OF THE REMUNERATION OF TOWN CLERKS ACT, 1984

I, Jacobus Venter, Acting Secretary to the Board on Remuneration and Service Benefits of Town Clerks, acting herein by virtue of authority granted to me by the said Board in terms of section 8 (2) of the Remuneration of Town Clerks Act, 1984 (Act No. 115 of 1984), hereby amend Annexure C to Government Notice No. R. 1153 of 29 May 1987 as follows:

(i) Effective from 1 December 1991:

1. By—

(a) the deletion of the words "Phola Ogies" where they appear under Grade 3; and

(b) the insertion of the words "Phola Ogies" after the words "Kutlwanong Odendaalrus" under Grade 5.

J. VENTER,
Acting Secretary.
(28 February 1992)

BOARD NOTICE 15 OF 1992

SOUTH AFRICAN COUNCIL FOR TOWN AND REGIONAL PLANNERS

The undermentioned registered town and regional planner has been found guilty by the South African Council for Town and Regional Planners on a charge of improper conduct in terms of its rules promulgated under section 28 (1) (d) of the Town and Regional Planners Act, 1984 (Act 19 of 1984). His name as well as particulars of the penalty imposed upon him are published for general information.

Naam	Aard van misdryf	Straf opgelê
M. J. van der Merwe (Reg. No. 498)	Hy het versuim om sy verpligtinge teenoor sy kliënt op 'n bevoegde wyse na te kom	Geskors vir ses maande om die werk van 'n stads- en streekbeplanner te verrig, opskort vir 12 maande op voorwaarde dat hy nie gedurende hierdie tydperk aan 'n klag van onbehoorlike gedrag deur die Suid-Afrikaanse Raad vir Stads-en Streekbeplanners skuldig bevind word nie.

J. W. DE V. BEEBY,
Registrateur.

Name	Nature of offence	Penalty imposed
M. J. van der Merwe (Reg. No. 498)	He failed to discharge his duties to his client in an efficient manner	Suspension for six months to perform the work of a town and regional planner, the sentence being suspended for 12 months on condition that he is not found guilty by the South African Council for Town and Regional Planners of improper conduct during this time.

J. W. DE V. BEEBY,
Registrar.
(28 Februarie 1992)/(28 February 1992)

RAADSKENNISGEWING 16 VAN 1992

Kragtens artikel 17 (i) van die Wet op Reëling van die Uitvoer van Bederfbare Produkte, 1983 (Wet No. 9 van 1983), en uit hoofde van die Raad se aanstelling as gemagtigde kragtens Regulasie 1978 van die Wet op Landbouprodukstandaarde, 1990 (Wet No. 119 van 1990), lê die Raad hierby die volgende addisionele en regstellende heffings en tariewe op ten opsigte van die volgende items vir die kalenderjaar 1992:

Houstoor, Tafelbaaihawe	R198 per houer.
Spesiale gebouheffing	R0,03 per kubieke meter.
26. Mangoes	11,7c per houer in 'n besending.
23. Kersies	R0,12 per houer in 'n besending.
42. Tabak	Nie onder beheer van die Raad nie.

BOARD NOTICE 16 OF 1992

In terms of section 17 (i) of the Perishable Products Export Control Act, 1983 (Act No. 9 of 1983), and by virtue of the Board's appointment as assignee in terms of Regulation 1978 of the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990), the Board hereby imposes the following additional and correcting levies and tariffs in respect of the following items for the calendar year 1992:

Container Holding Store Table Bay Harbour	R198 per container.
Special building levy	R0,03 per cubic metre.
26. Mangoes	11,7c per container in a consignment.
34. Kernels: Apricots and peach kernels	54,7c per 100 kg or part thereof, in a consignment.
42. Tobacco	Not under control of the Board.

TABEL 2

ANDER GELDE

Kolom 2, regulasie (ii)	R40,00 per uur of gedeelte van 'n uur, reistyd ingesluit, deur elke assistent van 'n beampte in subparagraaf (i) bedoel, aan die betrokke ondersoek gewy; en
Kolom 2, regulasie (ii) Laboratoriumontledings [Reg. 3]	mikrobiologiese ondersoek: R10,00 per monster.

TABLE 2

OTHER FEES

Column 2, regulation (ii)	R40,00 per hour or part of an hour, including travelling time, dedicated by each assistant of an officer referred to in subparagraph (i), to the inspection concerned; and
Column 2, regulation (ii): Laboratory analysis (Reg. 3)	microbiological inspection: R10,00 per sample.

K. L. DE VILLIERS,
Administratiewe Assistent/Administrative Assistant.
(28 Februarie 1992)/(28 February 1992)

RAADSKENNISGEWING 17 VAN 1992

DIE SUID-AFRIKAANSE GENEESKUNDIGE EN TANDHEELKUNDIGE RAAD

VERKIESINGSKENNISGEWING

VERKIESING VAN LEDE VAN DIE BEROEPSRAAD VIR TANDTERAPIE

Hierby word ingevolge die bepalings van die regulasies betreffende die verkiesing van lede van die Raad kennis gegee dat 'n verkiesing gehou staan te word van 5 Tandterapeute as lede van die Beroepsraad vir Tandterapie om te dien gedurende die tydperk wat op die 31ste dag van Mei 1997 verstryk.

Nominasies van verkiesbare Tandterapeute word ingewag. Elke sodanige geregistreerde persoon—

(a) wat nie met sy skuldeisers 'n akkoord aangegaan het nie, of wie se boedel nie gesekwestreer is nie,

(b) wat nie kragtens die Wet onbevoeg is om sy beroep te beoefen nie,

is nomineerbaar.

Elke kandidaat moet op 'n afsonderlike nominasievorm genomineer word, maar elkeen wat by die verkiesing stemgeregtig is, kan die nominasievorms van enige aantal kandidate teken, dog nie meer as die getal wat verkies moet word nie.

Elke nominasievorm moet die voorname en die van van die genomineerde kandidaat aangee en moet geteken wees deur twee geregistreerde Tandterapeute.

Die genomineerde persoon moet ook die vorm onderteken ter bekragtiging van sy instemming tot sy nominasie. Die geregistreerde adres van elkeen wat aldus teken, moet by sy handtekening gevoeg wees. As die genomineerde persoon nie in staat is om die nominasievorm te teken, kan hy die kiesbeampte per brief of telegram meedeel dat hy tot sy nominasie instem.

Elke nominasievorm moet die ondergetekende (van wie nominasievorms op aanvraag verkry kan word) voor of op 27 Maart 1992 om 12h00 by die onderstaande adres bereik.

'n Deposito van R33 moet die nominasie vergesel.

Elke nominasievorm ten opsigte waarvan een van hierdie bepalings nie nagekom is nie of wat nie teen voorgemelde datum by onderstaande adres ontvang is nie, is ongeldig.

N. M. Prinsloo,
Kiesbeampte.
Posbus 205
PRETORIA
0001

of

Vermeulenstraat 553
Arcadia
PRETORIA
0083.

(28 Februarie 1992)

BOARD NOTICE 17 OF 1992

THE SOUTH AFRICAN MEDICAL AND DENTAL COUNCIL

NOTICE OF ELECTION

ELECTION OF MEMBERS OF THE PROFESSIONAL BOARD FOR DENTAL THERAPY

Notice is hereby given in terms of the provisions of the regulations relating to the election of members of the Council that an election of 5 Dental Therapists as members of the Professional Board for Dental Therapy to serve during the period ending the 31st day of May 1997 is about to be held.

Nominations of eligible Dental Therapists are awaited. Every person so registered—

(a) who has not entered into a composition with the creditors of his estate, or whose estate has not been sequestrated;

(b) who is not disqualified under the Act from practising his profession;

is eligible for nomination.

Each candidate must be nominated on a separate nomination form, but any person entitled to vote in the election may sign the nomination forms of any number of candidates not exceeding the number to be elected.

Each nomination form must state the first names and the surname of the candidate nominated and must be signed by two registered Dental Therapists.

The person nominated must also sign the form, confirming that he consents to his nomination. The registered address of each one so signing must be appended to his signature. If the person nominated is unable to sign the nomination form he may inform the returning officer by letter or telegram that he consents to his nomination.

Every nomination form must reach the undersigned (from whom nomination forms may be obtained on application) at the address given below not later than 27 March 1992.

A deposit of R33 must accompany the nomination.

Every nomination form in respect of which any of these provisions has not been complied with, or which is not received by the aforesaid date at the address given below, will be invalid.

N. M. Prinsloo,
Returning Officer.
P.O. Box 205
PRETORIA
0001

or

553 Vermeulen Street
Arcadia
PRETORIA
0083.

(28 February 1992)

DIE STAATSDRUKKER

NUWE PUBLIKASIES ONTVANG GEDURENDE DESEMBER 1991

BTW is ingesluit in alle plaaslike pryse (Posvry)

RP-VERSLAE

RP 105/1991—Verslag van die Ouditeur-generaal oor die Rekenings van die Katoenraad vir die boekjaar 1 Maart 1989 tot 28 Februarie 1990. ISBN 0-621-14146-1. Plaaslik **R2,37**; buitelands **R2,65.**

RP 111/1991—Verslag van die Ouditeur-generaal oor die Rekenings van die Rooibosteeraad vir die boekjaar 1 Januarie 1990 tot 31 Desember 1990. ISBN 0-621-14202-6. Plaaslik **R2,30**; buitelands **R2,60.**

RP 112/1991—Verslag van die Ouditeur-generaal oor die Rekenings van die Tabakraad vir die boekjaar 1 April 1989 tot 31 Maart 1990. ISBN 0-621-14201-8. Plaaslik **R1,87**; buitelands **R2,15.**

DIVERSE PUBLIKASIES

Memorie 76 van die Geologiese Opname: "Aeroradiometric Survey for Uranium and Ground Follow-up in the Main Karoo Basin by D. I. Cole, L. S. Labuschagne and A. P. G. Söhnge, with contributions by E. H. Stettler and G. I. C. Schneider". ISBN 0-621-12902X. Plaaslik **R40,00**; buitelands **R50,00.**

Geologiese Opname: "Lithostratigraphy of the De Hoopvlei Formation (Bredasdorp Group), by J. A. Malan". Suid-Afrikaanse Komitee vir Stratigrafie, Litostratigrafiese Reeks No. 4. ISBN 0-621-14108-9. Plaaslik **R22,00**; buitelands **R27,50.**

Geologiese Opname: "Lithostratigraphy of the Bluewater Bay Formation by F. G. Le Roux". Suid-Afrikaanse Komitee vir Stratigrafie, Litostratigrafiese Reeks No. 10. ISBN 0-621-14109-7. Plaaslik **R22,00**; buitelands **R27,50.**

Suid-Afrikaanse Regskommissie: Verslag oor Grondwetlike Modelle. Volumes 1, 2 en 3. ISBN 0-621-14235-2. Plaaslik **R134,49** (per stel); buitelands **R168,11** (per stel).

Suid-Afrikaanse Regskommissie: Opsomming van Verslag oor Grondwetlike Modelle. ISBN 0-621-14198-4. Plaaslik **R20,79**; buitelands **R25,99.**

Patentjoernaal (insluitende Handelsmerke, Modelle en Outeursreg in Rolprente). Vol. 24, Desember 1991, No. 12. ISSN 0-031-286X. Plaaslik **R1,10**; buitelands **R1,25.**

Gebinde dele van die *Staatskoerant* vir Augustus 1991 (Dele A, B en C). Plaaslik **R41,80**; buitelands **R47,50.**

KAARTE

(Gedruk vanaf 1 Desember tot 31 Desember 1991)

1:50 000 Nuwe kaarte	*Uitgawe*	*Datum van inligting*
2921DD—Springbokpan	Tweede	1988
3024AD—Phillipstown	Tweede	1988
3024BC—Venterspoort	Tweede	1988
3024CD—Burgervilleweg	Tweede	1988
3024DA—De Put	Tweede	1988
3024DC—Hanover Road	Tweede	1988
3024DD—Kuilfontein	Tweede	1988

THE GOVERNMENT PRINTER

NEW PUBLICATIONS RECEIVED DURING DECEMBER 1991

VAT is included in all local prices (Post free)

RP REPORTS

RP 105/1991—Report of the Auditor-General on the Accounts of the Cotton Board for the financial year 1 March 1989 to 28 February 1990. ISBN 0-621-14146-1. Local **R2,37**; other countries **R2,65.**

RP 111/1991—Report of the Auditor-General on the Accounts of the Rooibos Tea Board for the financial year 1 January 1990 to 31 December 1990. ISBN 0-621-14202-6. Local **R2,30**; other countries **R2,60.**

RP 112/1991—Report of the Auditor-General on the Accounts of the Tobacco Board for the financial year 1 April 1989 to 31 March 1990. ISBN 0-621-14201-8. Local **R1,87**; other countries **R2,15.**

MISCELLANEOUS REPORTS

Memoir 76 of the Geological Survey: Aeroradiometric Survey for Uranium and Ground Follow-up in the Main Karoo Basin by D. I. Cole, L. S. Labuschagne and A. P. C. Söhnge, with contributions by E. H. Stettler and G. I. C. Schneider. ISBN 0-621-12902X. Local **R40,00**; other countries **R50,00.**

Geological Survey: Lithostratigraphy of the De Hoopvlei Formation (Bredasdorp Group), by J. A. Malan. South African Committee for Stratigraphy, Lithostratigraphic Series No. 4. ISBN 0-621-14108-9. Local **R22,00**; other countries **R27,50.**

Geological Survey: Lithostratigraphy of the Bluewater Bay Formation by F. G. le Roux. South African Committee for Stratigraphy, Lithostratigraphic Series No. 10. ISBN 0-621-14109-7. Local **R22,00**; other countries **R27,50.**

South African Law Commission: Report on Constitutional Models. Volumes 1, 2 and 3. ISBN 0-621-14235-2. Local **R134,49** (per set); other countries **R168,11** (per set).

South African Law Commission: Summary of Report on Constitutional Models. ISBN 0-621-14197-6. Local **R20,79**; other countries **R25,99.**

Patent Journal (include Trade Marks, Designs and Copyright in Cinematograph Films.) Vol. 24, December 1991, No. 12. ISSN 0-031-286X. Local **R1,10**; other countries **R1,25.**

Bound volumes of the *Government Gazette* for August 1991 (Parts A, B and C). Local **R41,80** (per part); other countries **R47,50.** (per part).

MAPS

(Printed from 1 December to 31 December 1991)

1:50 000 New maps	*Edition*	*Date of information*
2921DD—Springbokpan	Second	1988
3024AD—Phillipstown	Second	1988
3024BC—Venterspoort	Second	1988
3024CD—Burgervilleweg	Second	1988
3024DA—De Put	Second	1988
3024DC—Hanover Road	Second	1988
3024DD—Kuilfontein	Second	1988

1:50 000 Herdrukke	*Uitgawe*	*Datum van inligting*
1:50 000 Herdrukke		
2625CD—Migdol	Eerste	1972
2725AA—Amalia	Eerste	1972
2725AC—Diewedraai	Eerste	1972
2725CA—Fort Weber	Eerste	1973
2817CB—Modderdrif (Suid)	Eerste	1971
2819DA—Skuitdrif	Eerste	1972
2828CB—Bergville	Tweede	1975
2919AC—Namies	Eerste	1973
1:250 000 Herdrukke		
2930—Durban (Landdrosdistrikte), Mei 1988	Eerste	1980
1:500 000 Lugoordrukke		
2514—Luderitz (Luginligting, Oktober 1991)	Eerste	1976
2526—Johannesburg (Luginligting, Desember 1991)	Eerste	1982
3320—Oudtshoorn (Luginligting, November 1991)	Tweede	1985

1:50 000 Reprint	*Edition*	*Date of information*
1:50 000 Reprint		
2625CD—Migdol	First	1972
2725AA—Amalia	First	1972
2725AC—Diewedraai	First	1972
2725CA—Fort Weber	First	1973
2817CB—Modderdrif (South)	First	1971
2819DA—Skuitdrif	First	1972
2828CB—Bergville	Second	1975
2919AC—Namies	First	1973
1:250 000 Reprint		
2930—Durban (Magisterial District), May 1988	First	1980
1:500 000 Air-Overprint		
2514—Luderitz (Air Information October 1991)	First	1976
2526—Johannesburg (Air Information, December 1991)	First	1982
3320—Oudtshoorn (Air Information, November 1991)	Second	1985

BELANGRIKE AANKONDIGING

Sluitingstye

(1) AANSOEKE OM DRANKLISENSIES
(2) AANSOEKE OM VERPLASINGS VAN LISENSIES

Hiermee word bekendgemaak dat kennisgewings vir aanname die Vrydag, twee kalenderweke voor datum van publikasie, ingedien moet word.

*Die sluitingstyd is stiptelik **15:00** op die volgende dae:*

- ▷ **19 Desember 1991,** vir die uitgawe van Vrydag **3 Januarie 1992.**
- ▷ **24 Januarie 1992,** vir die uitgawe van Vrydag **7 Februarie 1992.**
- ▷ **21 Februarie 1992,** vir die uitgawe van Vrydag **6 Maart 1992.**
- ▷ **20 Maart 1992,** vir die uitgawe van Vrydag **3 April 1992.**
- ▷ **23 April 1992,** vir die uitgawe van Vrydag **8 Mei 1992.**
- ▷ **21 Mei 1992,** vir die uitgawe van Vrydag **5 Junie 1992.**

L.W.: Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word.
Gegewens word presies weergegee soos verstrek op Vorm 2 en Vorm 28 van voornemende aansoeker.

IMPORTANT ANNOUNCEMENT

Closing Times

(1) APPLICATIONS FOR LIQUOR LICENCES
(2) APPLICATIONS FOR REMOVAL OF LICENCES

Notice is hereby given that notices are to be submitted for acceptance on the Friday, two calendar weeks before date of publication.

*The closing time is **15:00** sharp on the following days:*

- ▷ **19 December 1991,** for the issue of Friday **3 January 1992.**
- ▷ **24 January 1992,** for the issue of Friday **7 February 1992.**
- ▷ **21 February 1992,** for the issue of Friday **6 March 1992.**
- ▷ **20 March 1992,** for the issue of Friday **3 April 1992.**
- ▷ **23 April 1992,** for the issue of Friday **8 May 1992.**
- ▷ **21 May 1992,** for the issue of Friday **5 June 1992.**

Note: Late notices will be placed in the subsequent issue.
Information will be reflected exactly as furnished on Form 2 and Form 28 of prospective applicant.

G.P.-S. 030-1582

VAT 10%

Please note that as a result of the announcement to the effect that VAT will be reduced from 12% to 10%, the tariffs are hereby amended accordingly.

The recently published list containing VAT tariffs of 12% is therefore not applicable and must please be destroyed.

BTW 10%

Neem asb. kennis dat a.g.v. die afkondigings dat BTW verminder word van 12% na 10%, word die tariewe hierby gepubliseer daarvolgens aangepas.

Die vorige lys met BTW-tarief van 12% wat pas verskyn het, is gevolglik nie van toepassing en moet asb. vernietig word.

LIST OF FIXED TARIFF RATES AND CONDITIONS FOR THE PUBLICATION OF LEGAL NOTICES IN THE *GOVERNMENT GAZETTE* FROM 1 OCTOBER 1991

LYS VAN VASTE TARIEWE EN VOORWAARDES VIR DIE PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE *STAATSKOERANT* VANAF 1 OKTOBER 1991

LEGAL NOTICES • WETLIKE KENNISGEWINGS

LIST OF FIXED TARIFF RATES

Standardised notices	*Rate per insertion*
	R
Administration of Estates Acts notices: Forms J 297, J 295, J 193 and J 187	5,50
Business notices	13,20
Butcher's notices	13,20
Change of name (two insertions)	55,00
Insolvency Act and Company Acts notices: J 28, J 29, Forms 1 to 9	11,00
N.B.—Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
Lost life insurance policies Form VL	6,60
Slum Clearance Court notices, per language per premises	11,00
Third party insurance claims for compensation Form MVA	6,60
Unclaimed moneys—only in the extraordinary *Government Gazette*, closing date 15 January (per entry of "name, address and amount")	3,30
Non-standardised notices	
Company notices:	
Short notices: Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or members' registers and/or declaration of dividends	25,30
Declaration of dividend with profit statements, including notes	58,30
Long notices: Transfer, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations	88,00
Liquidator's and other appointees' notices	19,80
Liquor Licence notices in extraordinary *Gazette:*	
All provinces appear on the first Friday of each calender month	18,70
(Closing date for acceptance is two weeks prior to date of publication)	
Late applications for publication in ordinary *Government Gazette*	115,50
Orders of the Court:	
Provisional and final liquidations or sequestrations	33,00
Reductions or changes in capital, mergers, offer of compromise	88,00
Judicial managements, *curator bonus* and similar and extensive rules *nisi*	88,00
Extension of return date	11,00
Supersessions and discharge of petitions (J 158)	11,00
Sales in executions and other public sales:	
Sales in execution	50,60
Public auctions, sales and tenders:	
Up to 75 words	15,40
76 to 250 words	39,60
251 to 350 words (more than 350 words—calculate in accordance with word count table)	63,80

LYS VAN VASTE TARIEWE

Gestandaardiseerde kennisgewings	*Tarief per plasing*
	R
Besigheidskennisgewings	13,20
Boedelwettekennisgewings: Vorms J 297, J 295, J 193 en J 187	5,50
Derdeparty-assuransie-eise om skadevergoeding Vorm MVA	6,60
Insolvensiewet- en maatskappywettekennisgewings: J 28, J 29, Vorms 1 tot 9	11,00
L.W.—Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief.	
Naamsverandering (twee plasings)	55,00
Onopgeëiste geld—slegs in die buitengewone *Staatskoerant*, sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	3,30
Slagterskennisgewings	13,20
Slumopruimingshofkennisgewings, per taal, per perseel	11,00
Verlore lewensversekeringspolisse Vorm VL	6,60
Nie-gestandaardiseerde kennisgewings	
Dranklisensie-kennisgewings in buitengewone *Staatskoerant:*	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand	18,70
(Sluitingsdatum vir indiening is twee weke voor publiseringsdatum)	
Laat aansoeke vir plasing in gewone *Staatskoerant*	115,50
Geregtelike en ander openbare verkope:	
Geregtelike verkope	50,60
Openbare veilings, verkope en tenders:	
Tot 75 woorde	15,40
76 tot 250 woorde	39,60
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	63,80
Likwidateurs en ander aangesteldes se kennisgewings	19,80
Maatskappykennisgewings:	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lederegisters en/of verklaring van dividende	25,30
Verklaring van dividende met profytstate, notas ingesluit	58,30
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies	88,00
Orders van die Hof:	
Voorlopige en finale likwidasies of sekwestrasies	33,00
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking	88,00
Geregtelike besture, *kurator bonis* en soortgelyke en uitgebreide bevele *nisi*	88,00
Verlenging van keerdatum	11,00
Tersydestelling en afwysings van petisies (J 158)	11,00

WORD COUNT TABLE

For general notices which do not belong under above-mentioned headings with fixed tariff rates and which comprise 1 600 or less words, the rates of the word count table must be used. Notices with more than 1 600 words, or where doubt exists, must be sent in before publication as prescribed in par. 10 (2) of the Conditions:

WOORDETAL-TABEL

Vir algemene kennisgewings wat nie onder bovermelde opskrifte met vaste tariewe ressorteer nie en wat 1 600 of minder woorde beslaan, moet die tabel van woordetal-tariewe gebruik word. Kennisgewings met meer as 1 600 woorde, of waar twyfel bestaan, moet vooraf ingestuur word soos in die Voorwaardes par. 10 (2), voorgeskryf:

Number of words in copy Aantal woorde in kopie	One insertion Een plasing	Two insertions Twee plasings	Three insertions Drie plasings
	R	R	R
1– 100	18,70	26,40	31,90
101– 150	27,50	39,60	47,30
151– 200	37,40	52,80	63,80
201– 250	46,20	66,00	79,20
251– 300	55,00	79,20	94,60
301– 350	64,90	92,40	111,10
351– 400	73,70	105,60	126,50
401– 450	83,60	118,80	143,00
451– 500	92,40	132,00	158,40
501– 550	101,20	145,20	173,80
551– 600	111,10	158,40	190,30
601– 650	119,90	171,60	205,70
651– 700	129,80	184,80	222,20
701– 750	138,60	198,00	237,60
751– 800	147,40	211,20	253,00
801– 850	157,30	224,40	269,50
851– 900	166,10	237,60	284,90
901– 950	176,00	250,80	301,40
951–1 000	184,80	264,00	316,80
1 001–1 300	239,80	343,20	411,40
1 301–1 600	295,90	422,40	506,00

APPLICATIONS FOR PUBLIC ROAD CARRIER PERMITS

Closing times for the acceptance of notices

Notices must be handed in not later than 15:00 on the Friday, two calendar weeks before the date of publication.

AANSOEKE OM OPENBARE PADVERVOERPERMITTE

Sluitingstye vir die aanname van kennisgewings

Kennisgewings moet nie later as 15:00 op die Vrydag, twee kalenderweke voor datum van publikasie, ingedien word nie.

Alle Proklamasies, Goewermentskennisgewings, Algemene Kennisgewings en Raadskennisgewings gepubliseer word vir verwysingsdoeleindes in die volgende inhoudsopgawe ingesluit wat dus 'n weeklikse indeks voorstel. Laat uself deur die Koerantnommers in die regterhandse kolom lei:

INHOUD

en weeklikse Indeks

For purposes of reference, all Proclamations, Government Notices, General Notices and Board Notices published are included in the following table of contents which thus forms a weekly index. Let yourself be guided by the Gazette numbers in the righthand column:

CONTENTS

and weekly Index

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