

## **IMPORTANT NEWS & NOTICES**

### **PROTECTION OF PERSONAL INFORMATION ACT IMMINENT – Article by Dario Milo & Greg Palmer**

The landscape of the right to information privacy in SA is about to change drastically. The Protection of Personal Information Bill was approved by Parliament's portfolio committee on Justice and Constitutional development last week and was passed by the National Assembly on Tuesday. It will radically change the way in which private and public institutions deal with citizens' personal information.

An open-ended definition of "personal information" is contained in the Bill. The definition includes information relating to individuals and companies and provides a detailed list of examples. A person's race, age, sexual orientation, marital status, correspondence and identifying symbols are all included as types of personal information that are protected. Even the "views or opinions of another individual about the person" are included.

The Bill subjects the processing of what it terms "special personal information" to more stringent conditions than those of "personal information". The former includes religious or philosophical beliefs, race or ethnic origin, trade-union membership, political persuasion, health or sex-life or biometric information.

The Bill includes a journalistic exemption in which the party concerned is subject to "a code of ethics that provides adequate safeguards for the protection of personal information".

The eight data-protection conditions that inform the "conditions for lawful processing of personal information" lie at the heart of the Bill: accountability; specification of the purpose of processing; limitation on processing (including the general rule of obtaining the data subject's consent); limitation on further processing; information quality; openness; security safeguards; and data-subject participation. These conditions ensure that the "data subject" is aware and in control of the processing, that the processing is limited to the extent necessary, without unjustifiably infringing on the privacy of the individual, and that it is subject to secure processes.

The conditions will see a change to the way in which breaches of information privacy are dealt with. For instance, a data controller will be held liable for compliance with the data-protection principles, whereas, under the common law, an element of intention must be present to establish a breach of privacy.

The Bill's independent supervisory authority, the information regulator, is afforded significant powers. The Bill proposes that the regulator has the power to authorise a specific breach of the processing of personal information and issue enforcement notices which, in the case of noncompliance, carry the penalty of a criminal offence. It also has substantial powers to conduct search and seizure operations, subject to obtaining of a warrant from a judge or magistrate, even in certain circumstances without notice to the parties concerned.

The regulator is tasked with advising and educating the public on the conditions for lawful processing of personal information, issuing industry codes of conduct, regulating and overseeing compliance, receiving and processing data-controller notifications, investigating noncompliance, facilitating mediation and conciliation of disputes, and referring noncompliance for prosecution.

Personal information may be processed only by a responsible party who has notified the regulator of such processing, which must include any intended cross-border flows of personal information.

The data subject's rights under the Bill include the right to request, free of charge, whether the responsible party holds personal information about them, as well as a description of the information held. In the event of a security breach, the responsible party must notify both the regulator and the data subject.

The Bill imposes criminal penalties for offences that include the unlawful obstruction, interference with or influence of the regulator, the failure to assist a person who is executing a warrant in accordance with a search and seizure operation, and the failure to comply with an enforcement notice.

In sum, once enacted, the Bill will address the inadequacies of the South African legislative environment on information privacy in a way that is consistent with the measures currently adopted by the member states of the European Union. Companies may wish to begin taking steps toward compliance and should remain mindful of the Bill's imminent enactment.

The full article is available on <http://www.bdlive.co.za/opinion/2012/09/13/sa-finally-poised-to-get-laws-on-data-protection>

## **CABINET APPROVES TWO PROPERTY BILLS**

Cabinet has approved two Bills that will affect property law.

The Cabinet has agreed to the publication for public comment of the Sectional Title Amendment Bill and the Deeds Registries Amendment Bill.

The Sectional Title Bill seeks, among others, to:

- amend certain definitions to bring the Act in line with “the more recent legislative developments”;
- regulate the issuing of a certificate of registered sectional title in respect of a fraction of an undivided share in a section;
- make provision for the cancellation of part of a section of common property pursuant to an expropriation;
- deregulate the alienation of a portion of land on which a real right of extension is registered; and
- make provision for the issuing of an affidavit for purposes of amending, substituting, repealing or adding to the rules applicable to a scheme.

The new Deeds Registries legislation will:

- provide discretion in respect of the rectification of errors in the name of a person or description of property mentioned in deeds and documents;
- provide for the issuing of certificates of registered title taking the place of deeds that have become incomplete or unserviceable;
- substitute an obsolete reference or outdated heading;
- delete references to the repealed Agriculture Credit Act;
- further regulate the updating of deeds in the Agriculture Credit Act;
- further regulate the updating of deeds in respect of the change of names of companies, to close corporations and the surnames of women; and
- amend certain definitions.

It is anticipated that the two bills will be published soon for comment.

The full article is available on <http://www.sabinetlaw.co.za/>

## **Chief Registrar’s Circular No. 5 of 2012 – CONVERSION FROM PRIVATE COMPANY INTO A PUBLIC COMPANY CONCERNING ARROWHEAD PROPERTIES LIMITED**

Arrowhead Property Proprietary Limited has been converted from a private company into a public company, with effect from 26 October 2011.

## **Master’s Office (Bloemfontein) Notice No. 5 of 2012 – REGISTRATION OF TRUSTS – ADDITIONAL DOCUMENT TO BE LODGED FOR SUBMISSION TO SARS**

Copies of Trust Deeds registered at the particular office should be submitted directly to SARS together with the following documents namely, an application form for trusts - IT77TR form; an application form for trustee - IT77 form.

According to the experts at Citadel Fiduciary limited, what this means for those of you who submit trust deeds to the Master for registration:

- As in the past, submit one original copy of the trust deed, original application forms, and certified copies of ID's and letter of undertaking from accountant to the Master.
- As in the past, submit another copy of everything mentioned above for the Master to certify and send back to you with the Letters of Authority.
- When the Letters of Authority and certified copies are received back from the Master, everything should be scanned and supplied to the accountant.
- The accountant is then obliged to submit everything you sent to him, to SARS together with IT77TR form and IT77 form.

This means the people, who submit the trusts to the Master for registration, should not worry to complete the required IT77TR or IT77 forms, as the accountant will do this to register the trust with SARS for income tax purposes. Also, the IT77 forms require answers that only the accountant would be aware of.

### **Notice from SARS - TRANSFER DUTY STATEMENT OF ACCOUNT**

SARS has introduced a modernised Transfer Duty system which will be mandatory from **1 October 2012**.

The key features of the new system include: Integration with Independent Software Vendor (ISV) systems which will enable users to:

- Submit Transfer Duty Declarations or corrections (up until when payment is made)
- Supporting documents will only need to be submitted on request from SARS
- The ability to complete work off-line and only go online when submitting declarations and supporting documents. A new Transfer Duty dashboard to enable users to view the status of their Transfer Duty transactions. The option to electronically cancel submitted Transfer Duty Declarations via their 3rd party conveyancing systems at any time.

Further efforts to enhance the efficiency of the new system are in the pipeline, and these include the introduction of an eAccount function. This function will make it possible for conveyancers to draw Statements of Account on eFiling, analyse and manage payments more effectively. Conveyancers will be informed as soon as this function is available.

In order to be able to use the new Transfer Duty system, conveyancers are urged to activate the system by updating their details on eFiling well before 1 October 2012. The activation process will also ensure that a Transfer Duty Financial Account Number is assigned to all legal entities that register.

With the new system SARS has created a simplified, more efficient and faster Transfer Duty process.

For more on the new Transfer Duty system and the eFiling Guide please go to the [www.sars.gov.za/Tax Types>Transfer Duty](http://www.sars.gov.za/TaxTypes/TransferDuty)

*Contact the Knowledge Centre for copies of above documents*

## **GENERAL**

### **WAS THERE A TACIT LEASE?**

#### **Transnet Ltd and another v Oceans 11 Seafoods Take Out CC (1288/2012) [2012] ZAECPEHC 54**

In this case the first applicant, a state owned corporation, was the owner of a particular property situated within the confines of the Port Elizabeth harbour. More than a decade ago the first applicant leased the only building erected thereon to the second applicant, in terms of an agreement of lease which was renewed on subsequent occasions and endured till today. Currently housed in the particular building was a seafood take out business which operated under the

name and style of Oceans 11. During the later portion of 2011 the second applicant commenced construction of additional premises on the same property virtually abutting Oceans 11 and it now housed a seafood take out styled "This is eat" and the two businesses operate in direct competition with each other. The construction of "This is eat" struck a discordant note in the familial relationship which had hitherto endured between the second applicant and the respondent.

During November 2011 the second applicant instituted urgent motion proceedings against the respondent in which it sought its eviction from the property and the respondent unsuccessfully opposed the application and was ordered to vacate the premises. The Court found that the respondent had no entitlement in law to occupy the premises given the express terms of the lease agreement concluded between the first and second applicants which prohibited subletting. The respondent sought leave to appeal on the basis that as a matter of law, the right to eject a sub tenant occupying in breach of a prohibition clause, vested in the lessor and not a lessee and that in any event the first applicant had consented or acquiesced in the sub-lease and would accordingly in any contemplated proceedings for eviction by the first applicant against the respondent, be estopped from relying upon the prohibition clause in the agreement of lease. Leave to appeal was granted and the appeal was pending.

On 20 February 2012 the Nelson Mandela Metropolitan Municipality issued a notice to the first applicant to vacate the particular property by reason of what it contended was a deviation from the approved building plans, which it identified as "no link between the two buildings". However the first applicant's attempts to comply with the particular notice, by commencing with the construction of a stipulated link were thwarted by the respondent. On 16 April 2012 the municipality issued a further notice to the first applicant lamenting its failure to adhere to the previous notice and ordered it to vacate the property. Accordingly the first applicant now seeks the ejection of the respondent from property based on the rei vindicatio, based on the fact that as the owner of the property the first applicant was entitled as a matter of law to be restored to possession of the property. Consequently the onus rested upon the respondent to establish the basis upon which they claimed an entitlement to remain in occupation of Oceans 11 and to discharge the particular onus the respondent had contended the existence of a tacit lease between itself and the first applicant.

The respondent alleged that despite their lease agreement being with the second applicant, the first applicant has since 2002 been fully aware that the respondent occupied the particular premises, which occupation was with the blessing of the first applicant and up until 2008 the respondent had paid its rental in respect of the premises directly to the first applicant, after which the second applicant began to invoice the respondent directly for rental and other charges, which arrangement could only have been between the first and second applicant. The respondent has also always complied with the terms of the sublease and in light of the first applicant's aforesaid knowledge the first applicant consented or acquiesced to the respondent remaining in the occupation of the particular property in terms of the sub-lease and was thus estopped from relying on the prohibition clause against sub-letting in the lease agreement. The first applicant thus represented to the respondent that it was entitled to occupy the particular property pursuant to a valid sublease and consequently the first applicant waived any non-compliance with the particular clause. The first applicant however disputed that it had knowledge of the sub-lease concluded between the second applicant and the respondent and denied that he either consented to or acquiesced to the respondent remaining in occupation of Oceans 11.

The Court found that the fact that the respondent relied predominantly upon the fact that it paid the rental directly to the first applicant, was wholly insufficient to infer that thereby the first applicant, which was a huge parastatal, had knowledge of the respondent's occupation. Furthermore the change in the rental payment regime did also not justify the inference contended for by the respondent. According to the first applicant he also laboured the impression that the respondent was running the particular business on behalf of the second applicant and had thus no knowledge of the existence of a sub-lease, as at various occasions the respondent also denied the existence of a sub-lease. The Court contended that the respondent's evidence concerning the tacit lease was clearly contrived and the Court found that it was clear that the second applicant and the respondent, with full knowledge of the prohibition against subletting, colluded in concluding a sub-lease without the knowledge of the first applicant who remained blissfully unaware of the true state of affairs and consequently the defence based upon estoppel could not avail the respondent and the first applicant was entitled to be restored in possession of the particular property.

## **WAS THERE A JOINT VENTURE BETWEEN THE DIVORCED SPOUSES?**

### **Dubs v Dubs (20255/2012) [2012] ZAWCHC 158**

This was an action for divorce in which the main dispute centred around two properties, which were registered in the names of both parties as co-owners. The parties were married out of community of property, with the exclusion of the accrual system. The plaintiff, the husband in this case, alleged that the purchases of the particular properties were joint ventures in terms of which the parties were entitled to division of the proceeds pro rata to their respective contributions.

The defendant, the wife in this case, denied that she and the plaintiff concluded an oral agreement to form a joint venture or that they concluded any agreement which incorporated the alleged terms. Furthermore the defendant also contended that the plaintiff donated the monetary value of an undivided one half share in both properties to her and that any expenses of the properties paid by the plaintiff was paid as part of his spousal duty of support. The parties agreed that the only issue that needed to be decided, by agreement between the parties, was whether the defendant was entitled to a 50% share of the net proceeds of value of the two properties upon termination of the co-ownership. This decision was based either on whether the plaintiff donated the particular shares or whether the two properties were acquired on the basis of a joint venture and upon the termination of the particular venture, either party may share in the proceeds or value of the properties pro rata to each party's contribution to the acquisition, maintenance and improvements of the two properties.

The plaintiff argued that the evidence on behalf of him and the manner in which he viewed the nature of co-ownership was neither inherently improbable, nor untrue or unlikely and he further contended that on the proven facts and in the absence of any evidence from the defendant, the matter had to be decided in favour of the plaintiff. The defendant on the other hand submitted that the plaintiff failed to discharge the onus of proving the existence of the joint venture agreements as claimed by him and according to the defendant the failed to prove that there was an agreement as alleged between the parties. Furthermore the plaintiff, despite his expectation that the parties would share in the profit of the properties in accordance with their pro rata contributions, did not declare this expectation to the defendant and did not ask her to pay a share of the purchase price of the property expenses and did not keep a record of expenditure and it was also submitted that the plaintiff failed to establish a prima facie case and it was therefore not necessary for the defendant to testify.

In respect of the first property the plaintiff alleged that he bought the property when he sold another property he held as an investment and at the time that he bought the property the estate agent had asked him whose names should appear on the deed of sale as the purchaser or purchasers. This came about as the plaintiff was obliged to waive the condition relating to the usual 72 hour clause under which he had initially made the offer. It was at that point that the plaintiff asked the defendant whether she was prepared to pay 50% of the expenses of the property, in order to give him an opportunity to buy the property. The defendant agreed to this and the plaintiff paid the purchased price in respect of the particular property and most of the expenses relating to the particular property. The plaintiff testified that as far as he was concerned that which belonged to him remained his and what belonged to the defendant remained her property. The plaintiff also indicated that he never asked for financial assistance from the defendant and assumed that she would repay the money she owed him when she could. The plaintiff however admitted that the sum total of the conversation when he offered the defendant the opportunity regarding the particular property to acquire ownership as long as she contributed 50/50 was very brief and the topic had never been broached again. The plaintiff conceded that he did not make any arrangements with the defendant as to how she would fund or finance her half share of the particular property and he did not discuss with the defendant what contributions she would make to their expenses as he did not know what she earned.

In respect of the other property the plaintiff alleged that he bought it with his pension monies and the property was initially registered in his name, however the defendant acquired a half share at a later stage by virtue of a transfer to that effect. The plaintiff however denied any recollection of having signed either a deed of sale, or the power of attorney which was necessary to effect the transfer. The plaintiff however contended that they decided to develop the particular property and that both of them began to contribute towards the costs of building and eventually completed the particular house which now stands on the particular property. The plaintiff was adamant that he did not sell or donate a half share in the particular property to the defendant. The plaintiff testified that he was very prudent with money and disliked debt and in fact he stated that he married the defendant out of community of property without the accrual due to his fear that he might incur the obligations of a spendthrift wife, as this had been the position with his former wife and he admitted that the defendant was also very prudent in this respect and that he had trusted her.

With regard to the second property the Court noted that the evidence did not support a deduction, on a balance of probabilities that a joint venture existed with regard to the particular property, because the defendant admitted that the telephone call with the defendant at the time was brief and that they were rushing because of the 72-hour clause and that they never broached the subject again or discussed what contributions the defendant would make to the expenses. The conveyancer who attended to the transfer of the shares in the property to the defendant, also testified that from the deed of sale it was obvious the transfer was premised on a sale and not a donation. If the cause was a donation, it would have been reflected as such on the deed of transfer. There would in any event be no reason to simulate a donation as a sale as there would be no donations tax involved between the spouses.

In regard with the first property the defendant alleged that he and the plaintiff agreed the following namely, that she would buy an undivided half share in the vacant property from him for R 300 000; that they would contribute equally to

the building costs as well as any future reasonable improvements or maintenance of the improvements; and upon termination of this joint venture they would share in the value of the property pro rata to their respective contributions as from acquisition to termination of the joint venture. The Court concluded that the defendant had proved that a joint venture existed in respect of the particular property, because this was in line with the marriage regime that the parties chose and with the plaintiff's prudent approach to his financial affairs. It was inherently unlikely that the plaintiff would have donated a half share of the property in question to the defendant and as such the probabilities was in favour of the plaintiff; and in addition it was shown that the defendant kept the records of who contributed what in respect of the improvements at the particular property, indicating that she expected some reckoning to take place at some time in the future and this strengthened the plaintiff's contention that a joint venture existed in respect of the particular property. The plaintiff was accordingly successfully with regard to the first property.

## **CAN THE DEPOSIT BE RECLAIMED FROM THE BANK?**

### **Standard Bank of South Africa Ltd v Echo Petroleum CC 2012 (5) SA 283**

The issue in this case concerned the following scenario, A deposits money into B's bank account, in payment for goods that will be delivered in the future, intending that B will use these funds to purchase the goods that B has sold to A. However unknown to A, B was heavily indebted to its bank and the bank promptly sets off the credit brought about by A's deposit against the debt. The question now is can A recover the amount it deposited from the bank?

The respondent carried on business as a wholesale supplier of fuel, supplying mainly Sasol products to its clients. Sasol allowed only authorised contractors to purchase fuel directly from it and since the respondent was not an authorised contractor, it was obliged to purchase fuel from an intermediary, Sky Petroleum Limited who was authorised by Sasol. The arrangement between the parties was that Sky purchased the fuel from Sasol and then sold it to the respondent at a profit and to this end the respondent would order fuel from Sky on a cash in advance basis and pay the purchase price for the fuel into Sky's bank account. Only once the money reflected in Sky's account, would Sky then place the order with Sasol and Sky would pay Sasol with the funds received from the respondent, after which the respondent would receive loading documents entitling it to load the fuel at the Sasol depot. On 1 October 2008 the respondent ordered fuel from Sky to the value of R 710 111 and as before the respondent paid the money into Sky's account with Standard Bank. Later that same day the respondent queried why it had not yet received the loading documents for the fuel and it was discovered that the money that the respondent deposited was applied by the bank to settle outstanding account of Sky, after the Bank had placed Sky on terms to settle the outstanding debt.

Accordingly on 3 October 2008 the respondent instituted urgent application proceedings in the High Court for the recovery and repayment of the R710 000, claiming that the Bank was fully aware of the practice followed by the respondent and Sky in respect of the ordering of fuel, payment therefore and for the transfer of ownership of the money from the respondent to Sky. As such the respondent alleged that it was still the owner of the money that was earmarked for a specific transaction between the respondent and Sky and that the ownership in the money did not pass until such time as Sky performed in terms of its contractual obligations to supply the loading documents for the fuel to the respondent. The Bank however disagreed and held that it was within its right to apply the particular money to Sky's debt. The North Gauteng High Court found in favour of the respondent, at a time when Sky had already been placed under liquidation and consequently Standard Bank appealed against the judgment.

The appealed depended on whether a customer of a bank to whose credit a deposit had been made acquired a right to deal with the proceeds of the credit. The general rule is that moneys deposited into a bank account fall into the ownership of the bank. The resulting credit belongs to the customer, the bank having a contractual obligation to pay the customer on demand and to honour cheques validly drawn on the account to the extent that it stands in credit. The respondent transferred the price for the fuel pursuant to a contractual obligation to pay in advance of delivery so as to enable Sky, in turn to pay Sasol and thereby procure delivery of the fuel to the respondent. As soon as the deposit was credited to it, Sky became entitled to use the funds for that purpose and was therefore entitled to the benefit of the credit. The credit was thus a debt of the Bank to Sky against which existing debt of Sky to it could be set off. When Sky was unable to procure delivery of the fuel the respondent obtained a claim against it for the breach of contract, just as any other creditor in its position would have done. Such a claim did not include the right to return the contractual purchase price that had been paid and on Sky's insolvency, the respondent became a concurrent creditor in its estate. The respondent did not prove that the Bank had knowledge of the modus operandi of Sky's business with it and even if the Bank had been so informed it was not bound to subordinate its interests to Sky in the absence of the agreement between them and the respondent therefore had no right in law to reclaim the deposit from the Bank and accordingly the appeal was successful.



## SEMINARS

### SARS E-TRANSFER DUTY SUBMISSION TRAINING

E-transfer duty submission is a reality. But how does it work? At this two-hour seminar, SARS experts will offer free training for attorneys and staff from conveyancing practices. Apart from demonstrating the system and lecturing, ample opportunity will exist for questions. At most venues, training can be attended either at the morning or afternoon sessions.

#### DATES:

- 17 & 24 September 2012 – Nelspruit
- 13 September 2012 – Port Elizabeth
- 17 & 19 September 2012 – East London
- 26 September 2012 – Queenstown
- 27 September 2012 – Mthatha
- 11 & 18 September 2012 – Pretoria
- 12. 19 & 26 September 2012 – Witbank
- 14 & 28 September 2012 – Edenvale
- 19 & 26 September 2012 – Krugersdorp
- 18 & 26 September 2012 – Vereeniging
- 19 & 26 September 2012 – Klerksdorp
- 11 & 12 September 2012 – Polokwane
- 19 & 26 September 2012 - Rustenburg

#### COSTS:

- The seminar is free of charge

For more information go to LEAD website at <http://www.lssalead.org.za/>

### HOW TO DRAFT A CUSTOMIZED MEMORANDUM OF INCORPORATION (MOI) MASTERCLASS

The New Companies Act, 2011 requires all companies to convert their existing Memorandum and Articles of Association to a Memorandum of Incorporation (MOI). This Master class will provide you with the step by step process to draft a customised Memorandum of Incorporation and the use of the MOI Online tool. Due to the fundamental reforms brought about by the Act we recommend you attend this event and up to date information that came into effect since 1May 2011 e.g. the definition of share changed earlier this year.

#### KEY LEARNING OUTCOMES:

- Learn how to identify the strategic corporate decisions that needs to go into the MOI
- Identify the Risks for both Shareholders and Directors that needs to be addressed
- Identify practical issues relating to the issue of shares, rotation of directors, appointment of auditors & Risks related to business rescue practitioner appointment.
- Help auditors to do an MOI Audit
- Differentiate between public, private and schedule 10JSE Private companies MOI requirements
- Solvency and Liquidity test implications.

#### DATES:

- 11 October 2012 - Port Elizabeth,
- 15 October 2012 - Cape Town,
- 18 October 2012 – Durban,
- 22 October 2012 – Johannesburg,
- 25 October 2012 – Pretoria and

- 29 October 2012 – Boksburg

#### **COSTS:**

- Register and pay by Friday, 21 September 2012 and pay only: R 1 950.00 per delegate
- Registration Fee per Delegate R 2 250.00

For more information contact the business development manager on [inhouse@khuladevco.co.za](mailto:inhouse@khuladevco.co.za) or call Tel : (0)21 820 3151

#### **RECOMMENDED READING**

**Cliffe Dekker Hofmeyr: Email correspondence – enough to vary the terms of a contract;** L. Rhoodie; Polity; September 2012

**Bouwer Kobeli Morabe: Hide and seek finally comes to an end...;** C. Vogelpath-De Longh; Polity; September 2012

**Adams & Adams: Keep an eye on your wall;** Polity; August 2012

#### **BILLS**

PRIVATE SECURITY INDUSTRY REGULATION AMENDMENT BILL, 2012		B27-2012
SETSWANA TEXT OF THE NATIONAL HEALTH AMENDMENT BILL, 2011	Published for comment	GG 35656 (06.09.12)

#### **PROCLAMATIONS AND NOTICES**

COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC)	Notice of closure of office on certain dates published	GG 35654 (03.09.12)
MEDICINES AND RELATED SUBSTANCES ACT 101 OF 1965	Regulations relating to a transparent pricing system for medicines and scheduled substances: Notice of intention to determine increase in Single Exit Price (SEP) of medicines and scheduled substances to a maximum of 6% for the year 2013 published for comment	GG 35662 (06.09.12)
PLANT BREEDERS' RIGHTS ACT 15 OF 1976	Regulations relating to plant breeders' rights amended	GG 35649 (07.09.12)
	Call for requests to have new kinds of plants declared published	GG 35648 (07.09.12)
	South African Plant Variety Journal published	GG 35648 (07.09.12)
PETROLEUM	Regulations in respect of the single maximum national retail price for illuminating paraffin	GG 35657 (04.09.12)



PRODUCTS ACT 120 OF 1977	published with effect from 5 September 2012	
	Publication of amendment of regulations in respect of petroleum products with effect from 5 September 2012	GG 35657 (04.09.12)
	Regulations in respect of the maximum retail price of Liquefied Petroleum Gas supplied to residential customers published with effect from 5 September 2012	GG 35657 (04.09.12)
CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1996	Transfer of administration of the Public Funding of Represented Political Parties Act 103 of 1997 to the Cabinet member responsible for the home affairs portfolio published	GG 35655 (05.09.12)
SPECIAL INVESTIGATING UNITS AND SPECIAL TRIBUNALS ACT 74 OF 1996	Referral of matters to existing special investigating unit and special tribunal in respect of the affairs of the State Information Technology Agency (Pty) Ltd published	GG 35649 (07.09.12)
	Extension of period for referral of matters to existing special investigating unit and special tribunal in respect of the affairs of the Department of Public Works for the KwaZulu-Natal province published under Proc R43 in GG 33506 of 27 August 2010	GG 35649 (07.09.12)
BASIC CONDITIONS OF EMPLOYMENT ACT 75 OF 1997	Amendment of Sectoral Determination 2: Civil Engineering Sector, South Africa published with effect from 1 September 2012 in GN R698 in GG 35634 of 28 August 2012 corrected	GG 35658 (04.09.12)
REMUNERATION OF PUBLIC OFFICE BEARERS ACT 20 OF 1998	Determination of the upper limit of salaries and allowances of premiers, members of the executive councils and members of the provincial legislature published and Proc 55 in GG 34630 of 23 September 2011 repealed	GG 35653 (03.09.12)
	Determination of salaries and allowances of members of the National Assembly and permanent delegates to the National Council of Provinces published and Proc 51 in GG 34617 of 16 September 2011 repealed	GG 35653 (03.09.12)
	Determination of salaries and allowances of the Deputy President, Ministers and Deputy Ministers published and Proc 49 in GG 34617 of 16 September 2011 repealed	GG 35653 (03.09.12)
NATIONAL WATER ACT 36 OF 1998	Proposed National Water Resource strategy 2 (NWRS 2) published for comment at <a href="http://www.dwa.gov.za/nwrs/NWRS2012.aspx">www.dwa.gov.za/nwrs/NWRS2012.aspx</a>	GG 35648 (07.09.12)
NATIONAL FORESTS ACT 84 OF 1998	List of protected tree species published	GG 35648 (07.09.12)
NATIONAL ENVIRONMENTAL MANAGEMENT ACT 107 OF 1998	Schedule 3 amended	GG 35665 (06.09.12)
NUCLEAR ENERGY ACT 46 OF 1999	Proposed Nuclear Non-Proliferation Regulations, 2012 published for comment	GG 35648 (07.09.12)
NATIONAL NUCLEAR REGULATOR ACT 47 OF 1999	Notice relating to fees for nuclear authorisations published	GG 35648 (07.09.12)

NATIONAL GAMBLING ACT 7 OF 2004	Withdrawal of Gambling Advertising and Exclusion Amendment Regulations published in GN R386 in GG 35349 of 15 May 2012 published	GG 35659 (05.09.12)
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NATIONAL QUALIFICATIONS FRAMEWORK ACT 67 OF 2008	Standard for the publication of the master list of education institutions in the post-school sector published	GG 35664 (06.09.12)
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## PROVINCIAL LEGISLATION

### Kwazulu-Natal

KwaZulu-Natal Health Act 1 of 2009	Date of commencement: 6 September 2012  Repeals: Provincial Hospitals Ordinance 17 of 1946; Provincial Hospitals and General Services Pensions Ordinance 13 of 1955; Provincial Hospitals Ordinance 13 of 1961; Sanitary Regulations in Rural Black Areas Ordinance 269 of 1968; Provincial Hospitals Amendment Ordinance 5 of 1985; KwaZulu Medical and Surgical Treatment Ordinance 11 of 1986 and KwaZulu-Natal Health Act 4 of 2000	PG 813 (06.09.12)
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### North West

Local Government: Municipal Property Rates Act 6 of 2004	Tlokwe City Council: Property rates tariffs amended with effect from 1 July 2012	PG 7033 (04.09.12)
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### Western Cape

Provincial Capital Fund Ordinance Repeal Act 5 of 2012	Date of commencement: 1 April 2012  Repeals: Provincial Capital Fund Ordinance 3 of 1962; Provincial Capital and Loan Funds Amendment Ordinance 7 of 1964; Proclamation 20 of 1992 and Provincial Capital Funds Ordinance Amendment Act 1 of 2007	PG 7029 (04.09.12)
Constitution of the Republic of South Africa, 1996	Hessequa Municipality: By-law relating to the Management and use of Rivers and Street Trading By-law published and previous by-laws repealed	PG 7030 (06.09.12)

#### Associated Firms

##### Free State

Breytenbach Mavuso inc.  
Cloete & Neveling inc.  
Naudes inc.  
Neumann van Rooyen inc.  
Nostix (Pty) Ltd  
Phatshoane Henney inc.

##### North-West

Kotzé Low Swanepoel  
Meyer van Sittert & Kropman

##### Western Cape

Millers inc.  
Mosdell, Pama & Cox inc.  
Oosthuizen Marais & Pretorius inc.  
Van der Spuy & Partners

##### Gauteng

Cilliers & Reynders inc.  
Erasmus de Klerk inc.  
Neil Esterhuysen Attorneys  
Van der Merwe du Toit inc.  
Wright Rose-Innes inc.

##### Kwa-Zulu Natal

Barry Botha Breytenbach inc.  
Kloppers Durban inc.  
Kloppers Empangeni inc.  
Kloppers Richards Bay inc.  
Knight Turner inc.  
Schulz Wiesinger O'Dwyer  
Tatham Wilkes inc.

##### Limpopo

Davel de Klerk Kgatla inc.

##### Eastern Cape

Greyvensteins inc.

##### Northern Cape

Lange Carr Wessels inc.  
Van de Wall & Partners