

IMPORTANT NEWS

AARTO AMENDMENT BILL PUBLISHED FOR COMMENT

A Draft Bill designed to help with implementation of the Administrative Adjudication of Road Traffic Offences Act of 1998, has been published for comment. The Act aims to strengthen compliance with road traffic laws and facilitate the payment of traffic fines and offenders will receive demerit points on their licences.

According to the Bill's memorandum, the Act has been in operation as a pilot phase in Tshwane and Johannesburg, the plan is to roll out the legislation across the country. The Draft Bill is intended to ensure that the roll out is "efficient and effective". The Bill will also introduce measures that allow for the effective adjudication of traffic infringements.

The Road Traffic Infringement Agency will be given more power to carry out its mandate. The Act established the agency to tighten up the application of road traffic laws. For example, they will be notified if a road user has failed to pay a fine and the agency also has to review appeals made by road traffic infringers. According to the proposed legislation, the agency would be able to enforce compliance in future as opposed to merely encouraging it.

The Bill will also remove the onus on the agency to provide specialised prosecution support services to the various traffic authorities. The traffic authorities will be responsible for bringing offenders to court. The Bill will empower the agency to adjudicate on all infringements, not just minor ones. The agency will have to provide rehabilitation programmes for serial infringers. This could involve driver re-testing and community service in hospitals and mortuaries. The membership of the agency's board will be increased by the addition of one representative each from the departments of transport and national treasury. The agency will also no longer have to identify and recommend institutional, technical and logistical support for the Courts. The board will be given sole responsibility for deciding how much agency staff are paid.

The proposed legislation also clarifies the process whereby non-compliant offenders are served with a warrant issued by a Magistrate's Court. Offenders who have had driver's licences cancelled will have to acquire another from scratch.

Written comment is invited until 22 March 2013. Comment can be emailed to Makgathi@dot.gov.za or ThokaN@dot.gov.za

Contact the Knowledge Centre for further information.

APPROVED ELECTRIC FENCE SYSTEM INSTALLERS

Department of Labour has released a register of approved Electric Fence System Installers as on 15 February 2013 in terms of the Electrical Machinery Regulations 2012.

Contact the Knowledge Centre for further information.

2013 BUDGET SPEECH

The Finance Minister, Pravin Gordhan tabled Budget 2013 in Parliament on 27 February 2013. The budget speech is available on the following website
<http://www.treasury.gov.za/documents/national%20budget/2013/speech/speech.pdf>.

Contact the Knowledge Centre for further information.

GENERAL

ISSUES WITH REGARD TO CONTINGENCY FEE AGREEMENTS

South African Association of Personal Injury Lawyers v Minister of Justice and Constitutional Development (32894/12) [2013] ZAGPPHC 34

This case concerned the legality and enforceability of contingency fee agreements which were concluded without complying with the Contingency Fees Act 66 of 1997 and the constitutionality of the Act itself.

A contingency fee agreement is an agreement between a legal practitioner and his or her client where the legal practitioner agrees to charge no fee if the client's court case is unsuccessful. Prior to the coming into operation of the Act, on 23 April 1999 which provided for contingency fee agreements between legal practitioners and their clients, contingency fee agreements between legal practitioners and their clients were prohibited under the common law. The meaning, effect and constitutionality of the particular Act, have generated much controversy and debate in the legal profession since its enactment and in an attempt to put this controversy to rest, the various law societies across the country have considered the contending positions, sought legal advice and the Northern Provinces and the Free State Law Societies, have made rulings permitting its members to conclude contingency fee agreements outside the prescripts of the Act, provided that certain criteria were met.

Until recently legal practitioners, following the rulings of the Northern Provinces and the Free State Law Societies, have been concluding such agreements without compunction. A spate of recent Court decisions on the subject of the legality of these contingency agreements, has however generated uncertainty as to whether the "so-called" common law contingency fee agreement could co-exist with the Act. The South African Association of Person Injury Lawyers, a voluntary association representing personal injury lawyers who frequently litigate on contingency has, therefore launched this application in an effort to obtain certainty on the question whether the Act, exhaustively regulated the power of legal practitioners to conclude agreements with their clients for recompense by way of contingency fees.

The South African Association of Person Injury Lawyers case was three-fold namely; firstly it contended that the Act did not override the common law. Its primary argument was that the Legislature could never have intended the Act, to be exhaustive and that the common law right of practitioners to conclude contingency fee agreements was untrammelled. It therefore contended that legal practitioners could conclude enforceable contingency fee agreements with their clients without complying with the requirements of the Act, provided they observed their ethical duties. Secondly and in the alternative, they contended that in the event that the Court concluded that the Act was exhaustive, then the entire Act was unconstitutional on the grounds that it discriminated against lawyers and their clients in breach of section 9 of the Constitution. Thirdly and in the further alternative, they contended that sections 2 and 4 of the Act, were unconstitutional because they breached various rights contained in the Bill of Rights.

The South African Association of Person Injury Lawyers application was opposed by the respondent, the Minister of Justice and Constitutional Development and the Road Accident Fund. The South African Association of Person Injury Lawyers application primary contention was that the Act, did not override the common law as developed under the Constitution, or at the very least, should now be construed as not doing so. Accordingly it sought a declaratory order to the effect that legal practitioners were under no obligation to comply with the Act, but could also invoke their common law right to conclude contingency fee agreements.

Our Courts have under the common law, consistently recognised that contingency fee agreements between legal representatives and clients were contrary to public policy, unenforceable and unlawful. At common law a legal practitioner was only entitled to a reasonable fee for work actually done. The South African Association of Person Injury Lawyers contended that the exception recognised at common law in respect of champertous agreements between a litigant and a third party applied in respect of contingency fee arrangements between attorney and client as well and that the Act, was not the only development in public policy, but that the public policy consideration of increased access to justice underpinned a further development in the common law. The South African Association of Person Injury Lawyers submitted in this regard, that public policy now recognised instances at common law where a contingency arrangement between an attorney and client was not invalid and that a contingency fee arrangement may be entered into between attorneys and clients as the common law would permit a contingency fee arrangement as a matter of judicial discretion provided, that it related to a case of assisting an impecunious litigant (not meaning totally indigent) to assert his or her rights; that the attorney's remuneration was fair; and the agreement did not amount to gambling, speculation or trafficking in litigation.

Section 1 of the Act defined a “contingency fee agreement” as any agreement of the kind described in section 2(1) of the Act which provided, “*notwithstanding anything to the contrary in any law or the common law, a legal practitioner may, if in his or her opinion there are reasonable prospects that his or her client may be successful in any proceedings, enter into an agreement with such client in which it is agreed that the legal practitioner shall not be entitled to any fees for services rendered in respect of such proceedings unless such client is successful in such proceedings to the extent set out in such agreement; that the legal practitioner shall be entitled to fees equal to or, subject to subsection (2), higher than his or her normal fees, set out in such agreement*”. Section 2(1) made an exception to the common law by permitting contingency fee agreements “*notwithstanding anything to the contrary in any law or the common law*”. The Act governed all agreements of the kind described in section 2(1) of the Act. These were a “no win, no fees agreement” and an agreement in terms of which a legal practitioner was entitled to fees equal to or higher than his or her normal fee if the client was successful. The latter agreement was subject to the limitations provided for in section 2(2) of the Act which provided that, “*any fees referred to in subsection 1(b) which are higher than the normal fees of the legal practitioner concerned (hereinafter referred to as the “success fee”), shall not exceed such normal fees by more than 100 percent: Provided that, in the case of claims sounding in money, the total of any such success fee payable by the client to the legal practitioner, shall not exceed 25 percent of the total amount awarded or any amount obtained by the client in consequence of the proceedings concerned, which amount shall not, for purposes of calculation such fees, include any costs.*” Section 2(2) of the Act accordingly limits the “success fee” by providing that it must not exceed the normal fees by more than 100% or in the case of claims sounding in money, 25% of the total amount awarded. The “success fee” must also not include costs.

The effect of the Act was two-fold namely, firstly it permitted contingency fee agreements in terms of section 2(1) of the Act. Secondly it made all contingency fee agreements subject to the limitations and requirements of section 2(2) to section 5. By so doing, the Act left no room for lawful contingency fee agreements which did not comply with the limitations and requirements in section 2(2) to section 5. Any contingency fee agreement which did not comply with these provisions of the Act, was unlawful and invalid. So-called common law contingency agreements were thus unlawful for two reasons, firstly they were unlawful under the Act, because the Act covered the field and applied to all contingency fee agreements. It required all contingency fee agreements to comply with the limitations and requirements laid down by sections 2(2) to 5 of the Act. Secondly a contingency fee agreement which did not comply with the Act, also fell outside the scope of the exception in section 2(1) of the Act. Hence any contingency fee agreement which was not permitted by section 2(1) of the Act, would be dealt with under the common law, which expressly prohibited such agreements and rendered them invalid.

The South African Association of Person Injury Lawyers conceded that textually the Act appeared to be exhaustive, since the constraints would have no valid sphere of operation otherwise. It however went on to argue that the Act exhibited no intention to oust the legitimacy of common law agreements if they could be recognised by law or should, by dint of the development of the common law, be recognized in the future. There was thus simply no basis for the contention that a contingency fee agreement could be valid even though it did not comply with the Act.

The South African Association of Person Injury Lawyers alternative approach was to contend that the entire Act, was unconstitutional. The thrust was that the Act “irrationally, disproportionately, unreasonably and unfairly discriminated against legal practitioners and their clients”. Their argument was that legal practitioners and their clients were treated unfavourably relative to ordinary people who enter into champertous or speculative litigation agreements. Accordingly they contended that the Act violated section 9 of the Constitution, as well as the principle of legality under section 1(c) of the Constitution. On the question of the unconstitutionality of the Act, on the grounds that it violated section 9 (the equality clause) and section 1(c) of the Constitution, which provided that South Africa was founded on the value of the supremacy of the Constitution and the rule of law, the Court found that there was a clear rational connection in the differentiation between legal practitioners and their clients and other lay persons who may enter into champertous agreements and a legitimate governmental purpose, which was to cater for the particular risks inherent in contingency fee agreements between legal practitioners and their clients. The Court accordingly found that the Act, did not impermissibly infringe upon the guarantee of equality under section 9(1) of the Constitution. It also found that the Act, did violate the prohibition of unfair discrimination in section 9(3) of the Constitution, as the differentiation did not have the potential to impair the fundamental human dignity of legal practitioners and their clients as human beings or to adversely affect them in a comparably serious manner.

On the question of the constitutional challenge to section 2 of the Act, which sets out the limits regarding what fees may be charged under a contingency fee agreement, the Court found that there was no limitation of any right occasioned by section 2 of the Act and that even if there was, this would amount to a permissible and justifiable limitation in terms of section 36 of the Constitution, as contingency fee arrangements, as envisaged in the Act, served to facilitate access to justice. The Court also dismissed the constitutional challenge to section 4 of the Act, which dealt with the issue of

settlement when a contingency fee agreement has been entered into. The Court accordingly dismissed the application in its entirety and ordered the applicant to pay the costs of the respondent and the intervening party.

APPLICATION TO ACCEPT A “DRAFT COPY” OF AN UNSIGNED WILL

Smith v Sampson and Another (15741/2012) [2013] ZAWCHC 11

The applicant in this case was the widow of the late Leslie Francis Smith. She applied for an order that the Master of the High Court, be ordered to accept a copy of an unsigned Will, which was attached to the papers of the applicant, as the Joint Last Will and Testament of the applicant and the deceased, for the purposes of the administration of the deceased's estate in terms of the Administration of Estates Act 66 of 1965. Secondly the applicant sought an order that the document accepted by the Master as the Last Will and Testament of the deceased be declared revoked by the reconstructed Will, as contemplated by the provisions of section 2A of the Wills Act 7 of 1953.

The deceased and the applicant were married in community of property on 25 May 1957. It appeared that the marriage was a stormy one and that for certain periods they were separated. In 1992 the deceased executed a Will in terms whereof he bequeathed his entire estate to Sharon Barters, the first respondent who was a daughter of the parties. The deceased also appointed her the executrix of his estate. At the time when he executed this Will he was separated from the applicant. There were six children born of the marriage between the applicant and the deceased and the first respondent was the third eldest of their children.

The applicant contended that during or about the beginning of 2002, the deceased and she decided to have a Joint Last Will and Testament drafted in terms whereof they would mass their joint community estate and appoint the survivor of each of them as the sole beneficiary of the entire estate upon their deaths. It was also decided that they would leave the appointment of further heirs and heiress' to the discretion of the surviving spouse. The instruction to draft the Will was apparently given to their son-in-law, one Suleiman Chotia, who allegedly prepared a draft Will.

The deceased however passed away in 2009 and both Mr. Chotia and the applicant have been unable to find the Will. All Mr. Chotia could furnish the applicant with was a “draft copy” of the Joint Last Will. This “draft copy” was however a reconstructed Will. After the death of the deceased, his estate was reported to the Master as being intestate in 2005 and the applicant was appointed as the Master's representative by virtue of the fact that she was married to the deceased in community of property and was also the sole heir of the his estate.

The applicant alleged that towards the end of 2010 she received correspondence from the Master advising her that the first respondent had been appointed as the person authorised to take control of the assets of the estate. This was after the 1992 Will had been presented to the Master. The applicant did not appear to have any knowledge of this Will and the applicant stated that the Will was contrary to the wishes of both her and the deceased, in that neither of them wanted only one child to inherit to the detriment of the others. The Master however accepted the 1992 Will, which complied with all the prescripts for a valid Will and nominated the first respondent as the executrix of the deceased.

The Master's report explained in detail why the 1992 Will was accepted and he pointed further to certain inconsistencies in the applicant's version, inter alia in reporting the estate as being “intestate”. This led to the applicant filing a supplementary affidavit in which she attempted to explain her case and tried to explain why she was now asking the Master to accept a reconstructed version of the Will, rather than an unsigned one. She also explained why she initially reported the deceased's estate as being intestate by saying she did so for “practical” reasons. The particular explanation was however unsatisfactory.

It was well established that where the original Will had been lost or destroyed it was necessary to apply to Court for an order declaring a copy of the Will to be the Will of the deceased and an order authorising the acceptance by the Master of the copy. However where no copy of a lost Will was available, evidence was admissible to prove the contents of the Will and where such evidence satisfactorily established the contents of the Will, a Court would order that the reconstructed Will, be accepted as the Last Will of the testator. However in order to grant such relief the Court must be satisfied that the reconstruction was both accurate and complete. The onus to prove this on a balance of probabilities was on the party seeking the particular relief.

The applicant's application was replete with inconsistencies. The supporting affidavit of Mr. Chotia took the matter no further, as he confirmed quite fairly, that he had no independent recollection as to when he took the instructions to draft the new Will. He only knew that it was subsequent to September 1992. He then made the vague statement that he assumed that their Last Will and Testament would have followed the normal format of the joint Last Wills that he drafted for parties married in community of property. He then proceeded to say that he was “advised by the applicant about the contents of the Will as he could not clearly remember the specific details of the Will”. These allegations were so vague

that it really meant nothing at all. The Court could therefore not be satisfied that the evidence regarding the reconstruction of the Last Will was either accurate or complete as was required by the law.

The reconstructed document attached to the applicant's founding affidavit included provisions which, on the applicant's own case, were not part of the instructions to Mr. Chotia, nor did they form part of the applicant's instructions to Mr. Chotia when he attempted to reconstruct the Will. For example the reconstructed document provided in clause 5 thereof, that the immovable property be sold at market value and the proceeds divided in equal shares amongst the children. Neither the applicant nor Mr. Chotia alleged that that was part of the instructions to him in drafting the Will. Furthermore, the provision requiring a property in an estate to be sold would not normally be part of a standard Will prepared by an attorney for parties married in community of property. Considering that the deceased died in 2005 and that only in 2012 this application was launched, it is highly unlikely that either the applicant or Mr. Chotia would have a clear recollection of what was contained in the document. There were other inconsistencies also and the applicant had failed to make out a case.

In addition, the Master advised the applicant on 3 March 2011 that she was entitled to apply to Court within 30 days for an order restraining the Master from removing her from office. No such application was launched by the applicant, as a result whereof the Master appointed the first respondent as his representative of the estate in terms of section 18(3) of the Act, on 3 May 2011. The deceased's half share of the property was transferred to the first respondent on 18 July 2011. The application was issued in August 2012, more than 12 months after the sole asset in the estate had been transferred to the first respondent. The applicant did not take the Court into her confidence as to why there was this long delay. In the circumstances the Court had no reason to doubt that the Master was correct in accepting the 1992 Will as the Will of the deceased and the application was dismissed.

SEMINARS

CONSUMER PROTECTION ACT – WHAT THE ACT MEANS TO YOU

This seminar (presented by Trudie Broekmann) aims to cover:

- the complexities in interpreting and implementing the Act both from a business and legal perspective;
- the latest developments on the consumer protection front, including discussions on judgments by the National Consumer Tribunal;
- engaging with clients to find practical ways of aligning business practices and relevant agreements with the Act; and
- hints on plain language drafting.

DATES:

- Johannesburg: 19 March 2013
- Pretoria: 11 April 2013
- Cape Town: 18 April 2013
- Durban: 7 May 2013
- Bloemfontein: 09 May 2013
- Port Elizabeth: 16 May 2013

COSTS:

- R990 per practising attorney (R650 if located further than 200km from closest venue)
- 5% Discount for 5 or more delegates from the same firm

For more information please visit www.lssalead.org.za or contact the Knowledge Centre.

PENSION LAW UPDATE 2013

Topics to be included:

- Divorce agreements;
- Administration of estates with particular regard to the distribution of death benefits; and
- Attachment of pension benefits in respect of maintenance

PRESENTER:

Darryl Morris is an admitted attorney at McLaren's Attorneys. His focus is on the interpretation of the Pension Funds Act and rules; Section 37 allocation of benefits; attachment of pension benefits in matrimonial actions and distribution of pension benefits on divorce.

DATES:

- Johannesburg: 22 April 2013
- Pretoria: 23 April 2013
- Cape Town: 29 April 2013
- Port Elizabeth: 6 May 2013
- East London: 7 May 2013
- Durban: 13 May 2013
- Bloemfontein: 17 May 2013

COSTS:

- R990 per practising attorney (R650 if located further than 200km from closest venue)
- 5% Discount for 5 or more delegates from the same firm

For more information please visit www.Issalead.org.za or contact the Knowledge Centre.

THE NEW TAX ADMINISTRATION ACT – AN OVERVIEW FOR ATTORNEYS

On 4 July 2012, the much anticipated New Tax Administration Act was published in the Government Gazette after being promulgated into law.

This is an important piece of legislation for all attorneys to be aware of, not only for their own practices, but also for identifying possible problematic areas for their clients. Knowing the provisions of the new Act is not enough and, therefore, these workshops deal with its constitutional context, value and importance.

Programme content:

Key definitions

- General administration provisions - conflicts of interest by SARS, Tax Ombudsman
- Single registration number
- Returns and records
- Information gathering - audits, relevant material, letters of findings, criminal investigations
- Confidentiality of information - secrecy
- Advance rulings
- Assessments - NEW rules on onus of proof
- Dispute resolution - when can you approach the High Court directly, burden of proof
- Tax liability and payment - personal liability, installment payment agreements
- Recovery of tax - liability of shareholders for tax debts
- Interest and penalties
- Refunds - set-off and deferral
- Writing off or compromising tax debts
- Voluntary disclosure programme
- Criminal offences - 'double jeopardy', R v Jarvis principles

PRESENTER:

Prof. Daniel N. Erasmus

Daniel is an admitted attorney and holds a BProc degree, BA (Politics & Law), a Higher Diploma in Tax Law and a LLM in taxation. He is an Adjunct Professor in International Tax Planning and Tax Risk Management at the Thomas Jefferson School of Law, San Diego, California.

Daniel is a leader in knowledge in this area of taxation, having taught the principles of tax risk management, and how to implement these principles in MNEs to thousands of delegates.

DATES:

- Cape Town 11 March 2013
- George 12 March 2013
- Port Elizabeth 13 March 2013
- Durban 14 March 2013
- Johannesburg 15 March 2013
- Pretoria 18 March 2013

COSTS:

(Vat inclusive) per person

- Practising attorneys: R 990
- Candidate attorneys/support staff: R 870
- Practising attorneys from firms located further than 200 km from the closest venue: R 650
- Non-practising attorneys/Others: R 1980

5% discount is offered for 5 or more delegates from the same firm/organisation.

The registration fee includes full workshop material and refreshments.

A certificate will be issued on full attendance of the workshop.

For more information please visit www.issalead.org.za or contact the Knowledge Centre.

DRAFTING OF WILLS WORKSHOP 2013

This popular workshop is held every second year. This year, the presenter will concentrate on testamentary trusts and how to draft them correctly within a will.

Therefore, even if you attended the workshop in 2011, it will serve you well to attend again as your knowledge and expertise will be taken to a further level.

PRESENTER:

Ceris Field (BA LLB (UCT) – admitted 1987) is an attorney, notary and conveyancer specialising in wills, estates and trusts. Ceris lectures on drafting of wills and the administration process involved in deceased estates throughout South Africa. She has been a presenter with LEAD for over 10 years.

DATES:

- Durban: 24, 25 & 26 April 2013
- Cape Town: 29, 30 & 31 May 2013
- Port Elizabeth: 17, 18 & 19 July 2013
- Bloemfontein: 28, 29 & 30 August 2013
- Johannesburg: 25, 26 & 27 September 2013
- East London: 23, 24 & 25 October 2013
- Pretoria: 13, 14 & 15 November 2013

COSTS:

- Practising attorneys: R 2 500
- Candidate attorneys / support staff: R 2 380

- Practising attorneys from firms located further than 200 km from the closest venue: R 2 160
- Non-practising attorneys / Others: R 5 000

For more information please visit www.lssalead.org.za or contact the Knowledge Centre.

RECOMMENDED READING

Concerns Regarding New Search and Seizure Powers Granted to the SARS in terms of the Tax Administration Act; S. Bovijn & L. van Schalkwyk; Stellenbosch Law Review; Vol 23 No 2012

Wrongful Life Claims; A Failure to Develop the Common Law?; C. van Niekerk, Stellenbosch Law Review; Vol 23 No 2012

Misattributed Paternity: Should There be A Right to Reimbursement of Maintenance Erroneously Paid?; R. Pillay & F.N. Zaai ; Stellenbosch Law Review; Vol 23 No 2012

“A Law of Impurity or a Principle of Contamination” : Poetry’s Resistance; J. Barnard- Naudè, Stellenbosch Law Review; Vol 23 No 2012

BILLS

SPATIAL PLANNING AND LAND USE MANAGEMENT BILL, 2012		B14B-2012
CRIMINAL PROCEDURE AMENDMENT BILL, 2012		B26B-2012
DRAFT ADMINISTRATIVE ADJUDICATION OF ROAD TRAFFIC OFFENCES AMENDMENT BILL, 2013	Published for comment	GG 36173 (20.02.13)
DRAFT SOUTH AFRICAN HUMAN RIGHTS COMMISSION BILL, 2013	Published for comment	B26B-2012
DIVISION OF REVENUE BILL, 2013,	Publication of explanatory summary	GG 36180 (22.02.13)

PROCLAMATIONS AND NOTICES

ECONOMIC DEVELOPMENT DEPARTMENT	Notice of extension of closing dates for the submission of comments on Draft Policy Directive on the Exportation of Ferrous and Non-Ferrous Waste and Scrap Metal published for comment in GenN 33 in GG 36090 of 25 January 2013 published	GG 36181 (22.02.13)
INTERNATIONAL TRADE ADMINISTRATION COMMISSION OF SOUTH AFRICA	Notice of extension of closing dates for the submission of comments on Draft Export Control Guidelines on the Exportation of Ferrous and Non-Ferrous Metal Waste and Scrap published for comment in GenN 34 in GG 36091 of 25 January 2013 published	GG 36182 (22.02.13)
CUSTOMS AND EXCISE ACT 91 OF 1964	Schedule 1 amended with effect from 1 January 2013	GG 36166 (22.02.13)
	Schedule 5 amended with effect from 1 January 2013	GG 36166 (22.02.13)
	Schedule 1 amended	GG 36166 (22.02.13)

PLANT BREEDERS' RIGHTS ACT 15 OF 1976	Receipt of applications for plant breeders' rights published	GG 36165 (22.02.13)
PETROLEUM PRODUCTS ACT 120 OF 1977	Notice of intention to repeal regulations regarding the levying, collection and reimbursement of incremental inland transport cost recovery levies published in GN R641 in GG 32292 of 2 June 2009 published for comment	GG 36178 (20.02.13)
LABOUR RELATIONS ACT 66 OF 1995	Essential Services Committee: Investigation as to whether social care centres; places for safety; rehabilitation centres and homes for people with disabilities should be declared essential services published for comment	GG 36165 (22.02.13)
LONG-TERM INSURANCE ACT 52 OF 1998	Termination of the registration of an insurer published	GG 36165 (22.02.13)
COMPETITION ACT 89 OF 1998	South African Airways (Pty) Ltd (SAA): Grant of conditional exemption published	GG 36165 (22.02.13)
MEDICAL SCHEMES ACT 131 OF 1998	Registered medical schemes published and GenN 144 in GG 35066 of 24 February 2012 Replaced	GG 36171 (20.02.13)
PROMOTION OF ACCESS TO INFORMATION ACT 2 OF 2000	Office of the Premier (Gauteng): Section 14 manual published	GG 36176 (21.02.13)
FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT 37 OF 2002	Notice on Particular Exemption from Fees Payable to Registrar 1 of 2013 published	GG 36174 (20.02.13)
	Exemption of Particular Persons from the Level 1 Regulatory Examination 1 of 2013 published	GG 36174 (20.02.13)
	Exemption of Particular Persons from Qualification Requirements 1 of 2013 published	GG 36174 (20.02.13)
SECURITIES SERVICES ACT 36 OF 2004	Proposed amendments to the JSE derivatives, interest rate and currency rules published for comment and commencement on 11 March 2013	GG 36165 (22.02.13)
ELECTRONIC COMMUNICATIONS ACT 36 OF 2005	Independent Communications Authority of South Africa (ICASA): Position Paper on Digital Migration Regulations, 2012 published	GG 36170 (18.02.13)
NATIONAL QUALIFICATIONS FRAMEWORK ACT 67 OF 2008	Proposed national occupational qualifications for registration on the qualifications sub framework for trades and occupations published for comment	GG 36188 (22.02.13)
CHILD JUSTICE ACT 75 OF 2008	Designation of area of jurisdiction of the Matlosana One Stop Child Justice Centre published	GG 36179 (22.02.13)
CIVIL AVIATION ACT 13 OF 2009	Airport Slot Coordination Regulations, 2012 published	GG 36175 (22.02.13)
TAX ADMINISTRATION ACT 28 OF 2011	Draft Tax Administration Rules published for comment	

PROVINCIAL LEGISLATION

Eastern Cape

Constitution of the Republic of South Africa, 1996 and Local Government: Municipal Systems Act 32 of 2000:	Standard By-law: Draft Standardised Provincial Municipal Liquor Trading (Regulatory) By-Law published for comment	PG 2901 (21.02.13)
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Gauteng

Hospital Ordinance 14 of 1958 and Hospital Ordinance Amendment Act 4 of 1999	Draft regulations: Revision of the Uniform Patient Fee Schedule relating to Ambulances, 2013; Revision of the Uniform Patient Fee Schedule relating to Hospital Mortuary, 2013; Revision of Uniform Patient Fee Schedule relating to the classification of and fees payable by patients at Provincial Hospitals, 2013 and Revision of the Uniform Patient Fee Schedule relating to the classification of	PG 41 (18.02.13)
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	and fees payable by patients at Provincial Hospitals (Folateng Wards), 2013 published for comment	
Gauteng Liquor Act 2 of 2003	Gauteng Liquor Bill, 2013 together with Memorandum on the Objects of the Bill published for comment	PG 47 (22.02.13)
Kwazulu-Natal		
KwaZulu-Natal Heritage Act 4 of 2008	Draft applications for alterations and additions to or demolition of protected buildings published for comment	PG 900 (21.02.13)
	Intention to amend Schedule published	PG 900 (21.02.13)
	Intention to list heritage landmark: Ndlela kaSompisi Memorial, Nkandla published for comment	PG 900 (21.02.13)
	Intention to list heritage landmark: Siganda Shezi Memorial, Nkandla published for comment	PG 900 (21.02.13)
	Intention to list heritage landmark: Bhambatha Memorial (also known as Ambush Rock), Umvoti published for comment	PG 900 (21.02.13)
Local Government: Municipal Structures Act 117 of 1998	uMgungundlovu District Municipality: Proposed designation of the Chairperson of the Municipal Public Accounts Committee as fulltime Councillor published for comment	PG 901 (18.02.13)
	Msinga Local Municipality: Determination of Deputy Mayor as full-time published	PG 902 (18.02.13)
KwaZulu-Natal Traditional Leadership and Governance Bill, 2013	Published for comment	PG 903 (21.02.13)
Limpopo		
Limpopo Environmental Management Act 7 of 2003	Hunting Season for Limpopo: 2013/2014 published	PG 2168 (19.02.13)
Constitution of the Republic of South Africa, 1996	Transfer of administration of the Limpopo Province Roads Agency Proprietary Limited and Provincial Roads Act 7 of 1998 to the Member of the Executive Council responsible for Roads and Transport published	PG 2169 (19.02.13)
National Land Transport Act 5 of 2009	Appointment of all Provincial Traffic Stations and Traffic Control Centres as impoundment depots and all Heads of Stations and Control Centres as heads of those depots published	PG 2171 (22.02.13)
Disaster Management Act 57 of 2002	Vhembe District Municipality: Declaration of disaster areas: Makhado, Musina, Thulamela and Mutale Local Municipalities published	PG 2172 (2.02.13)
Local Government: Municipal Systems Act 32 of 2000	Mopani District Municipality: 2012/2013 Tariffs for Maruleng, Ba-Phalaborwa, Greater Tzaneen and Greater Giyani and Greater Letaba Municipalities published	PG 2173 (22.02.13)
Mpumalanga		
Disaster Management Act 57 of 2002	Thembisile Hani Local Municipality: Declaration of a Local State of Disaster in respect of the Mortality of Animals	PG 2144 (22.02.13)
Northern Cape		
Northern Cape Traditional Leadership, Governance and Houses of Traditional Leaders Act 2 of 2007	Correction notice: Calling of elections of Traditional Councils, determination of the number of members and the determination of the procedure to be followed at the election of members of the traditional councils published in PremN 2 in PG 1662 of 21 January 2013 corrected	PG 1672 (19.02.13)
Western Cape		
Draft Western Cape Membership of the Economic Development Partnership Bill, 2013	Together with Memorandum on the Objects of the Bill published for comment	PG 7089 (14.02.13)
National Environmental	Transfer of functions: Provincial Minister of Local Government,	PG 7092 (15.02.13)

Management Act 107 of
1998

Environmental Affairs and Development Planning to the Provincial
Minister of Cultural Affairs and Sport insofar as those powers and
functions relate to an appeal lodged published

Associated Firms

Free State

Phatshoane Henney Attorneys
Breytenbach Mavuso inc.
Cloete & Neveling inc.
De Beer & Claassen
Neumann van Rooyen inc.
Nostix (Pty) Ltd

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 & Associates inc.
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

Drake Flemmer & Orsmond inc.
Greyvensteins inc.

Northern Cape

Lange Carr Wessels inc.
Van de Wall & Partners

Mpumalanga

Seymore du Toit & Basson Attorneys