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GENERAL NOTICES

NOTICE 2973 OF 2004

DEPARTMENT OF TRADE AND INDUSTRY CONSUMER AFFAIRS (UNFAIR BUSINESS PRACTICES) ACT, 1988

I, Mandisi Mpahlwa, MP, Minister of Trade and Industry, do hereby, in terms of section 10(3) of the Consumer Affairs (Unfair Business Practices) Act, 1988 (Act No. 71 of 1988), publish the report of the Consumer Affairs Committee on the result of an investigation made by the Committee pursuant to General Notice 635 of 2002 as published in Government Gazette No 23357 dated 26 April 2004, as set out in the Schedule.



M B M MPAHLWA

MINISTER OF TRADE AND INDUSTRY

SCHEDULE

CONSUMER AFFAIRS COMMITTEE

**REPORT IN TERMS OF SECTION 10(1) OF THE
CONSUMER AFFAIRS (UNFAIR BUSINESS PRACTICES) ACT, 1988
(ACT NO. 71 OF 1988)**

Report No 117

**An investigation in terms of section 8(1)(a) of the
Consumer Affairs (Unfair Business Practices) Act, 71 of 1988,
into the business practices of
Grantrans (Pty) Ltd and
Berkley Trading (Pty) Ltd**

GRANTRANS (PTY) LTD AND BERKLEY TRADING (PTY) LTD

1. The Consumer Affairs Committee

The Consumer Affairs Committee (the Committee), a statutory body in the Department of Trade and Industry (*the dti*) administers the Consumer Affairs (Unfair Business Practices) Act, 71 of 1988 (the Act). The purpose of the Act is to provide for the prohibition or control of certain business practices. An unfair business practice is defined⁽¹⁾ as any business practice which could harm the relationship between businesses and consumers or which will unreasonably prejudice, deceive or unfairly affect consumers.

The Act is enabling and not prescriptive. The main body of the Act is devoted to various administrative procedures, the investigative powers of its investigating officials, the types of investigations the Committee could undertake and the powers of the Minister of Trade and Industry (the Minister). The Act confers wide investigative powers on the Committee. The investigations are carried out by the Consumer Investigations Directorate (the Directorate) of *the dti*. There are two types of investigations which the Committee could undertake when appraising the business practices of an individual or an entity, namely: an "informal" section 4(1)(c) investigation or a "formal" section 8(1)(a) investigation.

The usual procedure when the Committee receives a complaint, is to undertake a section 4(1)(c) investigation into the business practices of the person or entity complained about. This type of investigation enables the investigators to make preliminary enquiries to establish how the business functions. No publicity is afforded to section 4(1)(c) investigations.

When the Committee has decided to undertake a section 4(1)(c) investigation, or has published a notice to undertake a section 8(1)(a) investigation, it may, in terms of section 9 of the Act, at any time thereafter negotiate with any person or entity, with a view to making an arrangement which in the opinion of the Committee will ensure the discontinuance of an unfair business practice which exists or may come into existence.

Should the Committee be of the opinion that there is evidence of an unfair business practice and it resolves to further investigate the matter, notice of a section 8(1)(a) investigation is published in the *Government Gazette*.⁽²⁾ The Minister is not empowered to make any decisions regarding the discontinuance of a particular business practice on the strength of a 4(1)(c) investigation. He may do so following an 8(1)(a) investigation.

Should the Committee, after an 8(1)(a) investigation, find that an unfair business practice exists, it recommends corrective action to the Minister to ensure the discontinuance of that practice.⁽³⁾ The Minister's order is published in the *Government*

(1) See section 1 of the Act for the definition of an unfair business practice.

(2) In most cases the Committee is able to resolve the matter and it is then unnecessary to proceed with a formal investigation.

(3) The powers of the Minister are set out in section 12 of the Act.

Gazette. An infringement of such an order is a criminal offence, punishable by a fine of R200 000 or five years imprisonment or both a fine and imprisonment.

2. Background

An undated document on a Berkley Trading (Pty) Ltd (Berkley) letterhead came to the attention of the Committee. In this document it was stated *inter alia*:

"A small investment of R15 000 is required for a monthly payout of R9 000 each month for 60 months. At the end of this period you can also receive approximately R200 000 by way of a lump sum. **How?** Berkley Trading will invest a substantial sum of money into local market, which will afford you the abovementioned monthly return. **Why?** Berkley Trading have access to investor funds for the upliftment of the financial well being of South Africans and by way of the aforementioned investment are creating income for local investors such as yourself".

On 3 November 2000 a chartered accountant (hereafter called the CA) wrote to the directors of Granite Transport (Pty) Ltd (Grantrans)⁽⁴⁾ about irregularities in the business of Grantrans which the CA was compelled to submit to the Public Accountants and Auditors Board (PAAB). MJ De Kock (De Kock), general manager of Granite Transport acknowledged receipt of the letter. The accountant mentioned the following in his letter to PAAB. The PAAB forwarded a copy of this letter to the Committee.

- Grantrans was formed as a vehicle for the directors to manage owner-driver contracts for the delivery of granite;
- The directors, neither of whom take a role in the day to day activities of the company, were Alda De Kock and Bradley Tshabalala (Tshabalala). The general manager, and effective controller of the company, was De Kock, husband to Alda De Kock;
- To set up the owner-driver scheme, the CA was asked to form close corporations which would be owned by the drivers and in turn would lease trucks. The CA also prepared business plans for submission to banks to attempt to raise the necessary finance. This started during October 1999.
- In the opinion of the CA, De Kock took fees in his personal capacity for raising the finance and to form the close corporations. The CA informed De Kock that since he did not raise the finance he was not entitled to the fees and De Kock responded by saying that the fee was for attempting to raise the finance.

(4) Despite the fact that Berkley and Grantrans were different legal entities, they were *de facto* the same entity. They also occupied the same offices. It appears that Grantrans was involved in "transportation" business and Berkley accepted investments from the public.

- Potential drivers were required to pay De Kock R10 000 for a transport contract and finance.

Aucamp and Cronje (attorneys) wrote to the CA to the effect that: "The finance to obtain trucks have already been approved and will be paid over to Gran Trans (Pty) Ltd". This letter was dated 11 December 2000.

On 23 April 2001 an eight-page document came to the attention of the Committee. In this document it was stated:

"Grantrans (Pty) Ltd is entering into contracts with a number of organizations to transport goods throughout South Africa and occasionally across our borders. A number of trucks with trailers, where applicable will be required to transport the cargo. As part of the Managements commitment to the development of previously disadvantaged communities and Small Enterprises, Management have decided to set up owner-driver schemes.

Due to problems associated with these schemes in the past, strong controls are needed to assure the providers of finance of their viability. To this end, a separate Close Corporation is being set up for each vehicle. A management fee will be payable to Grantrans for the effective running of the business

The operations side of the business will be under the control of Mr BT Tshabalala who has extensive experience in the transport industry and the development of small business. Grantrans a transport management company. It invests a large amount of money in the new truck and trailer and you pay back this amount over five years. In return, Grantrans ask for a small commitment from you by way of a start up fee of R15 000. Grantrans will manage the business in its entirety. A fee of ten percent of the monthly turnover will be charged for this service".

The following are the contents of a letter dated 20 July 2001 from Berkley to "Dear Owner/Investor". It was signed by JA Van Den Berg (VdBerg⁽⁵⁾), "legal advisor".

"Correspondence received from the European Investment Bankers indicate that the investment relevant to your contracts is estimated to be in place by 31 July 2001. This means for the investor, that the monthly investments payments will commence effectively at the end of August 2001. For the transport operators, the consequences are that Grantrans can, from early August 2001, deliver orders for the building of the trailers/tipper trucks and be in a position to supply to the operators, educated estimates of delivery dates".

At its meeting on 16/17 August 2001 the Committee resolved to undertake an investigation in terms of section 4(1)(c) of the Act into the business practice as applied by Grantrans.

(5) VdBerg, passed away during December 2003 after he was involved in a car accident.

3. Events after 16/17 August 2001

On 31 August 2001 VdBerg again signed a Berkley letter "Dear Owner/Investor".

"The funds to be invested by Berkley Trading represent funds obtained through a GRANT in Europe, specifically earmarked for upliftment, job creation, development, etc.... In terms of the latest correspondence received, the investment process is now being finalised and that regular payments will commence towards the end of September 2001.... We believe a bi-weekly enquiry is sufficient. For our investors, a humble request., please contact us only in very urgent matters. You are drowning us in general enquiries concerning the progress made. ... Only pre-arranged meetings will be attended to in future". The letter ended with a quote from Psalm 119, verses 75 and 76.

It appears from the letter that investors were becoming impatient and that there were quite a number of them. The experience of the Committee is that the so-called "grants" from European banks are often used as bait to extract money from consumers.

On 27 September 2001 VdBerg again wrote to "Dear Owner/Investor":

"The banks have all agreed to the system are in readiness to begin the payouts. The Responsible Official has been invited to come to Europe to start the payouts. ... The payout process is in an irreversible status and that the clients must exercise patience for the invitation from the bank. ... Regarding an interim payment, we confirm that the funds which were due and payable on 17 July 2001 already, are now expected in the Company's account within approximately a week. Upon receipt, payment will immediately be made. As the process is now irreversible and at the point of finalization, we advise owners/investors that no further request for refunds will be entertained". This letter ended with a quote from Philippians 4 verse 13. There were, however, no "payouts".

On 16 October 2001 two investigators of the Directorate met with VdBerg and a Mr Viljoen, the attorney of Berkley. One of the issues that was discussed was the report of PAAB. It was decided that Berkley would write a letter to the Committee setting out the business practices of the entities and explaining the "deposit taking". The entities would also respond to the allegations of PAAB and furnish their latest financial statements to the Directorate.

The participants received a circular dated 5 November 2001 from VdBerg. He wrote:

"We have received written confirmation that the cash monies required to make the promised interim payment will be available in our local account not later than 10 November 2001. ... The interim payment to be made on or before 16 November 2001 will be a once off payment of R7 000 less costs, per contract signed". The letter ended with a quote from Hebrews 13 verses 15 and 16.

On 15 November 2001 the Directorate received a complaint from Mr J Madi "re Grantrans Trading as Berkley Trading (Pty) Ltd". He "invested" R15 000 with Grantrans on 15 April 2001 and expected to receive a payment at the end of June 2001. He added that "... these people are exploiting the Black community. They always advertise in the Sowetan".

4. *The scheme*

On 8 February 2002 the Directorate received a 23-page submission from Viljoen, the attorney, on behalf of "Grantrans (Pty) Ltd (2000/000760/07) and Berkley Trading (Pty) Ltd (2000/022130/07)". He *inter alia* stated:

"Johan de Kock obtained rights from 'a few granite mines' to transport rock and slabs to Durban and Richards Bay". De Kock allegedly saw it as an opportunity to create job opportunities for previously disadvantaged communities and small businesses. The intention was to assist interested parties in obtaining vehicles as well as long term transport contracts with the mines. Negotiations with Cargo Commercial Division (Mercedes Benz) followed. The finance was needed because a vehicle plus a trailer cost R1 million. Approaches to various SA banks were made. Khula Enterprise Finance indicated it would issue guarantees once financial institutions formally granted and confirmed its financial support.

During August 2000 de Kock became "... aware that a basis exists to obtain financial assistance by way of foreign grant for investment in third world and developing countries. In the name of Grantrans and Berkley, the transport project was submitted to Eurotrade and Consulting AG of Switzerland. Assistance could also be allocated towards the purchase of the granite mines. Eurotrade approved and financial support of financial institution in SA no longer required."

Negotiations with Eurotrade required de Kock's and consultants attendances in Europe on numerous occasions. Advertisements re 'Transport Investment' were placed and the public showed great interest. The concept of the close corporation was explained to interested parties. "Each contractor (the CC) will purchase MB Actros 2643 or 2648 truck and trailer. With accessories the cost would have been just over R1 million. Each CC would submit to Grantrans on monthly basis waybills. The mines will pay Grantrans and Grantrans will allocate the amounts due to the CC's, after the necessary deduction were made, such as instalments and management fee".

The R10 000 required from participants was a "commitment" fee in view of the expenses incurred by Grantrans. The fee was later increased to R15 000. De Kock "realised" there was a limit on the number of trucks that could be used and that the maximum number would be 200. In view of foreign investment⁽⁶⁾, financial assistance for other SA projects were sought. The projects supposedly approved by Eurotrade and

(6) Which never materialised.

the "International Financiers" were two diamond mining projects, two granite mining projects, a hotel and conference centre in Rwanda and in Botswana, an airport in Gauteng, a sea diamond recovery project and a textile factory.

It was stated that members of the public could invest in Berkley in units of R15 000 each, for a period of five years. The investor would become a beneficiary in a trust which in turn will hold 17.5 per cent interest in Berkley. Berkley would have held, by way of joint ventures, an interest of between 15 and 30 percent in each project.

It appears that 35 persons committed themselves to the transport business and entered into contracts, 44 persons did not want to continue and were refunded R513 000 and 360 persons elected to become investors in Berkley. Grantrans and Berkley made interim payments to investors totaling R900 000.

According to a preliminary report of an auditing firm appointed by *the dti*, there were two schemes:

- "A five-year transportation agreement. The investor paid Grantrans a R15 000 non-refundable contribution to fund expenses. Participants were to receive a "guaranteed" revenue via haulage contracts and ownership of the vehicle at the end of installment sale period. Berkley was to fund a vehicle up to R1million.
- A five-year project participation agreement. It was not certain what returns the investors were promised, but Berkley was to raise money off-shore."

The auditors wrote:

"Berkley was unable to produce authentic correspondence to demonstrate or support the assertion that funds (to acquire the vehicles) were on the verge of being received. Grantrans could not produce any valid proof of contracts entered into with the mines. In the absence of any financial statements, financial records or even a bank statement, we were unable to determine how funds secured from prospective investors was deployed and used".

5. Notice of the section 8(1)(a) investigation

On 15 February 2002 the Committee resolved to undertake a section 8(1)(a) investigation and the parties were invited to address Committee as to why it should not proceed with the investigation. The Committee resolved that the investigation should include Alda De Kock and Messrs De Kock, Terry Allan, Hannes Heymans (Heymans), John Schoeman, VdBerg, Peter Stephenson and Tshabalala. The notice of the investigation was published under Notice 635 of 2002 in Government Gazette 23357 dated 26 April 2002.

6. *Agreements entered into between Berkley and investors*

On 20 March 2002 the Directorate received a further complaint against Berkley. The complainant entered into an agreement with Berkley and the following are some of the clauses in this agreement.

- “2. The parties agree that the participant (the complainant) will pay to Berkley an amount of R20 000 before this agreement is bonding on both parties.
3. In return for the amount received, Berkley will invest an amount of R1 million⁽⁷⁾, hereinafter referred to as ‘the investment’.
4. The investment is to be obtained from offshore investors and it is hereby agreed that this agreement is subject to the investment being received and cleared by Berkley.
5. The investment will remain the sole possession/property of Berkley.
6. Berkley will invest the investment at a market related interest rate and no warranty, whether express or implied, has been made as to the amount of interest to be received.
7. The participant will receive the monthly interest accrued on the investment, less the administration fee referred to in paragraph 9. Which balance will be paid into a bank account nominated by the participant. Once the interest has been paid into the account nominated on this form, Berkley’s obligation will be deemed to have been fulfilled. The participant warrants that these banking details are correct and Berkley accepts no further liability once the interest has been paid into this bank account.
8. Berkley will receive and manage the investment on behalf of the participant and the participant is only entitled to the monthly interest and not the capital amount invested by Berkley.
9. Berkley is entitled to a management fee of 10% plus VAT on the interest generated by the investment.
10. The investment will be invested for a period of five years and as such this agreement shall endure for a period of five years from date that the investment is invested as proposed in clause 3. Upon the expiry of this five-year term the participant will have no further right, title or interest in the investment and all obligations under this agreement on the part of Berkley will be deemed to have been fulfilled.

(7) Berkley and Grantrans no longer exist and exactly how the payment to Berkley of R20 000 would have resulted in Berkley investing R1 million could not be established.

11. In the event of death of the participant, the interest on the investment will be paid to the estate of the participant.
15. The investment was programmed and developed to have a lump sum payment at the end of the five year period, the growth of their investment depends on the market and the lump sum can therefore not be guaranteed."

7. *Still further events during 2002*

VdBerg again wrote a circular to "Dear Participant" on 27 March 2002.

"Meeting with participants only. (No family members or friends allowed) will in future take place on Mondays, Wednesdays and Fridays at 10h00. ... No loans/advances or refunds will be entertained from now on. We can now confirm that the monthly payment of dividends will commence not later than end of March 2002. ... The frequency of the future payments will vary. It can happen that in one specific month you will receive two payments, whilst during the following month, no payment. However, during the next five years, you will receive 60 payments as stipulated in the contract".

On 5 April 2002 officials from KPMG were appointed as inspectors in terms of the South African Reserve Bank Act to investigate possible contravention of the provisions of the Banks Act No 94 of 1990 and/or contravention of the provisions of the Mutual Banks Act no 124 of 1993. On the same day Viljoen (attorney of Berkley) informed the Committee that representatives of the Registrar of Banks temporarily removed nearly all documents, books, account and documentation. Yet, on 16 April 2002 De Kock wrote "TO ALL PARTICIPANTS":

"The project financing is now at its final stage and we await the release of the funds together with payouts from certain overseas financial transactions, all of which should start arriving in South Africa in the next few days. We undertake that in the first week after receipt of the overseas funds that two payments will be made, in the second week a further two payments will be made and in the third week one more payment will be made".

During May 2002 the Directorate established that the Scorpions were investigating Grantrans.

The Directorate received a complaint dated 21 May 2002 from a company in Gabarone, Botswana. It paid Pula 136 000 to Berkley for the development of a four star hotel. The agreement was entered into on 3 February 2001. The company wanted its money returned.

On 30 May 2002 the Directorate received a comprehensive complaint against Berkley from Mr R Lamberton. He stated that during August 2001 he attended a seminar presented by Mr T Allen of Grantrans/Berkley Trading. Grantrans/Berkley requested

a deposit or handling fee of R15 000 whereupon it would "guarantee" an investment of R1 million and the availability of an Actros horse (Mercedes Benz), a trailer and a mining contract to transport rock within 60 days.

On 10 June 2002 the Directorate received a letter of protest from Shabalala that his name was included in the notice of the section 8(1)(a) investigation.

On 15 July 2002 the Directorate of Special Operations, Gauteng Regional Office, informed the Committee that it is investigating the Grantrans/Berkley Trading matter.

Tshabalala met with the Committee on 18 July 2002 and members of the Scorpions requested to attend the meeting.

The Committee faxed a letter dated 22 July 2002 to Viljoen (Grantrans attorney) stating *inter alia* :

"The Committee at its meeting 18/19 July 2002 resolved that it must be insisted that your clients provide the Committee with documentation/proof in substantiation of what they presented to consumers. The documentary proof was requested at the meeting of 13 March 2002 with your clients (also see the Committee's letter dated 12 April 2002).

It is noted that the Registrar of Banks removed your client's document, books etc on 5 April 2002. Please note this was 13 workdays after the request was made to your clients. Despite the aforementioned the writer has arranged with Mr Louis Eksteen of KPMG to allow your clients access to their documentation in order to collect copies of the requested documentation for the Committee. Mr Esterhuizen can be contacted at 011-647-6563 or 084-676-5468.

Your clients are hereby informed that should the requested information not reach this office on or before 16 August 2002, it will, for purposes of the report to the Minister, be deemed that your clients are unable to substantiate or proof the existence of any of the documentary evidence requested in the Committee's letter dated 12 April 2002. The Committee's recommendations to the Minister regarding your clients business practice and what should be outlawed will follow the aforementioned process".

Viljoen (attorney) replied on 15 August 2002 and stated "On behalf of my clients, I deliver a Supplementary Memorandum, together with copies of documents referred to therein".

The Director-General of *the dti* informed Smit, Jones and Pratt, attorneys for Tshabalala on 23 September 2002 that their client's name will not be retracted from the notice.

Die Beeld, an Afrikaans newspaper circulated mainly in Gauteng and adjacent areas, reported on 2 November 2002 (translated from the Afrikaans):

"A woman and her daughter were arrested because of an alleged pyramid scheme involving a granite transport company. A police spokesman said that the police are still searching for the master brain behind the scheme. This master brain was the woman's husband". It appeared that the woman referred to was Alda De Kock.

8. Events during 2003 to date

On 25 February 2003 *Beeld* reported:

"Johan De Kock, a converted Christian and "man of the church", was arrested on Tuesday in connection with an alleged investment scam of at least R10 million. Two of his co-directors, Messrs Peter Owen Stephenson and Johan van den Berg, a former advocate, was arrested in the early hours of the morning. Three homes and 16 Berkley Trading vehicles valued at R8 million were seized. De Kock's brand new 5-series BMW was also seized".

Due to rationalization in 2003, a number of experienced investigators were transferred from the Directorate and towards the latter half of 2003 the Committee was reconstituted. Investigations into unfair business practices proceeded very slowly as a direct consequence of the severe shortage of staff in the Directorate. The position has improved since the beginning of 2004 and the Directorate has now at its disposal the services of five full-time investigators. Due to an immense backlog of work it was not possible to give much attention to the Grantrans/Berkley matter.

On 20 August 2004 an investigator visited the offices of the Scorpions in Silverton and held discussions with a special investigator. The following eight names were published in the notice of the section 8(1)(a) investigation: Alda De Kock, Michiel Johannes De Kock, JA van den Berg, Bradley Tshabalala, Hannes Heymans, John Schoeman, Peter Stephenson and Terry Allan.

The investigating official was informed that Alda De Kock, Michiel Johannes De Kock, John Schoeman, Peter Stephenson and Terry Allan will appear in the Germiston court on 11 November 2004 on charges of fraud and theft. Tshabalala and Heymans will be witnesses for the prosecution. It was already mentioned that the eighth person, VdBerg, passed away during December 2003.

As long ago as 1 August 2001 the attorneys of Tshabalala wrote to Grantrans that "It has further been brought to Mr Tshabalala's attention that his name appears as a director on the business letters of Grantrans (Pty) Limited. Mr Tshabalala advises that at no stage did he consent to the appointment as a director and furthermore never signed a CM27 Form nor a CM 29 Form required in terms of the Companies Act 61 of 1973. Further to the above the records at the Registrar of Companies do not reflect Mr Tshabalala as being a director of Grantrans (Pty) Limited nor do their offices contain the requisite consent from Mr Tshabalala. Mr Tshabalala demands that his name be removed from all business letters, trade catalogues, trade circulars and any other documentation wherein his name appears". The Committee could not establish

beyond doubt that Mr Tshabalala was indeed involved in the unfair business practices applied by Grantrans and the other persons involved..

9. CONCLUSION

The persons named in the section 8(1)(a) notice were involved in two types of activities. The first activity was some form of transportation agreement in which the investors payed Grantrans a non-refundable sum. This practice was declared unlawful by the Minister on 4 November 1994⁽⁸⁾. The business practice and outlawed was:

"... any agreement for the use of a truck, minibus or any other vehicle, whereby a person, the client, gives or pays to or on behalf of another person, the intermediary, a remuneration of whatever nature, whether goodwill or any other form of consideration, and the intermediary undertakes to arrange transport contracts, whether of cargo or passengers, for execution by the client, which agreement contains a provision to the effect that the intermediary will be entitled to cancel the contract on the grounds of breach of contract by the client, but excluding agreements in terms of which the said remuneration or commission is recovered from payments made to the client in consideration for the execution of transport contracts. Any intermediary, as defined, is prohibited from being a party to any agreement thus declared unlawful".

The second activity was a type of investment whereby Berkley accepted investments which would have resulted in Berkley investing huge sums in "projects". How this was to be made possible, could not be established⁽⁹⁾. The fact of the matter is that investors invested in Berkley expecting to receive some type of return. This did not materialise.

There are no grounds justifying the practices in the public interest.

10. RECOMMENDATION

Although the parties involved may be found guilty as charged, the Committee has to ensure that they do not again get involved in the types of schemes set out in this report. Section 8(1)(a) of the Act specifically states that the Committee may make such investigation as it may consider necessary into any unfair business practice which the Committee has reason to believe exists or may come into existence (Own underlining).

The Committee therefore recommends that the Minister⁽¹⁰⁾ declare unlawful the business practices whereby the parties, known as Alda De Kock, Michiel Johannes De Kock, Hannes Heymans, John Schoeman, Peter Stephenson and Terry Allan, directly or indirectly,

(8) See Notice 1180 in Government Gazette 16052 of 4 November 1994.

(9) See footnote 7.

(10) In terms of section 12(1)(b) and 12(1)(c)..

- (1) enter into any agreement for the use of a truck or any other vehicle, whereby a person, the client, gives or pays a remuneration of whatever nature, whether goodwill or any other form of consideration, and the parties undertake to arrange transport contracts, whether of cargo or passengers, for execution by the client.
- (2) invite any persons to make investments in companies or close corporations in which they are shareholders or members.



.....
PROFESSOR T A WOKER
CHAIRPERSON: CONSUMER AFFAIRS COMMITTEE
11 November 2004

NOTICE 2974 OF 2004
DEPARTMENT OF TRADE AND INDUSTRY
CONSUMER AFFAIRS (UNFAIR BUSINESS PRACTICES) ACT, 1988

I, Mandisi Mpahlwa, MP, Minister of Trade and Industry, after having considered a report by the Consumer Affairs Committee in relation to an investigation of which notice was given in Notice 635 of 2002 published in *Government Gazette* No 23357 of 26 April 2002, which report was published in Notice 2973 in *Government Gazette* No 27128 of 20 December 2004, and being of the opinion that an unfair business practice exists which is not justified in the public interest, do hereby exercise my powers in terms of section 12 (1)(b) and 12 (1)(c) of the Consumer affairs (Unfair Business Practices) Act, 1988 (Act No. 71 of 1988), as set out in the Schedule.



M B M MPahlwa

MINISTER OF TRADE AND INDUSTRY

SCHEDULE

In this notice, unless the context indicates otherwise -

1. "The parties" means Alda De Kock, Michiel Johannes De Kock, Hannes Heymans, John Schoeman, Peter Stephenson and Terry Allan.
2. "Unfair business practice" means the business practice whereby the parties, directly or indirectly,
 - (a) enter into any agreement for the use of a truck or any other vehicle, whereby a person, the client, gives or pays a remuneration of whatever nature, whether goodwill or any other form of consideration, and the parties undertake to arrange transport contracts, whether of cargo or passengers, for execution by the client.
 - (b) invite any persons to make investments in companies or close corporations in which they are shareholders or members.
3. The parties are hereby directed to:
 - (a) cease to commit the unfair business practice;

- (b) refrain from at any time applying the unfair business practice;
 - (c) cease to have any interest in a business or type of business which applies the unfair business practice or derive any income therefrom;
 - (d) refrain from at any time obtaining any interest in or deriving any income from a business or type of business specified in the notice.
4. The unfair business practice is hereby declared unlawful in respect of the parties.
5. This notice shall come into operation upon the date of the publication hereof.
-

LODGEMENT OF NEW APPLICATIONS

In terms of the Gauteng Liquor Act (Act No. 2 of 2003) all new applications will no longer be lodged at Magistrate Offices, but will be lodged at the following Regional Liquor Licensing Offices as from Friday 3 December 2004:

JOHANNESBURG

NRB Building c/o Delvers & Prichardt Streets, Johannesburg
1st Floor, Tel: (011) 225 2301/6/7

TSHWANE

GPG Building c/o Bosman & Pretorius Streets, Pretoria
Block A, Ground Floor. Tel: (012) 401 0680

EKURHULENI

Golden Heights Building, 2nd Floor, Victoria & Park Streets
Germiston, Tel: (011) 842 7450

SEDIBENG

36 Merrimen Avenue, 3rd Floor, Vereeniging
Tel: (016) 455 2652

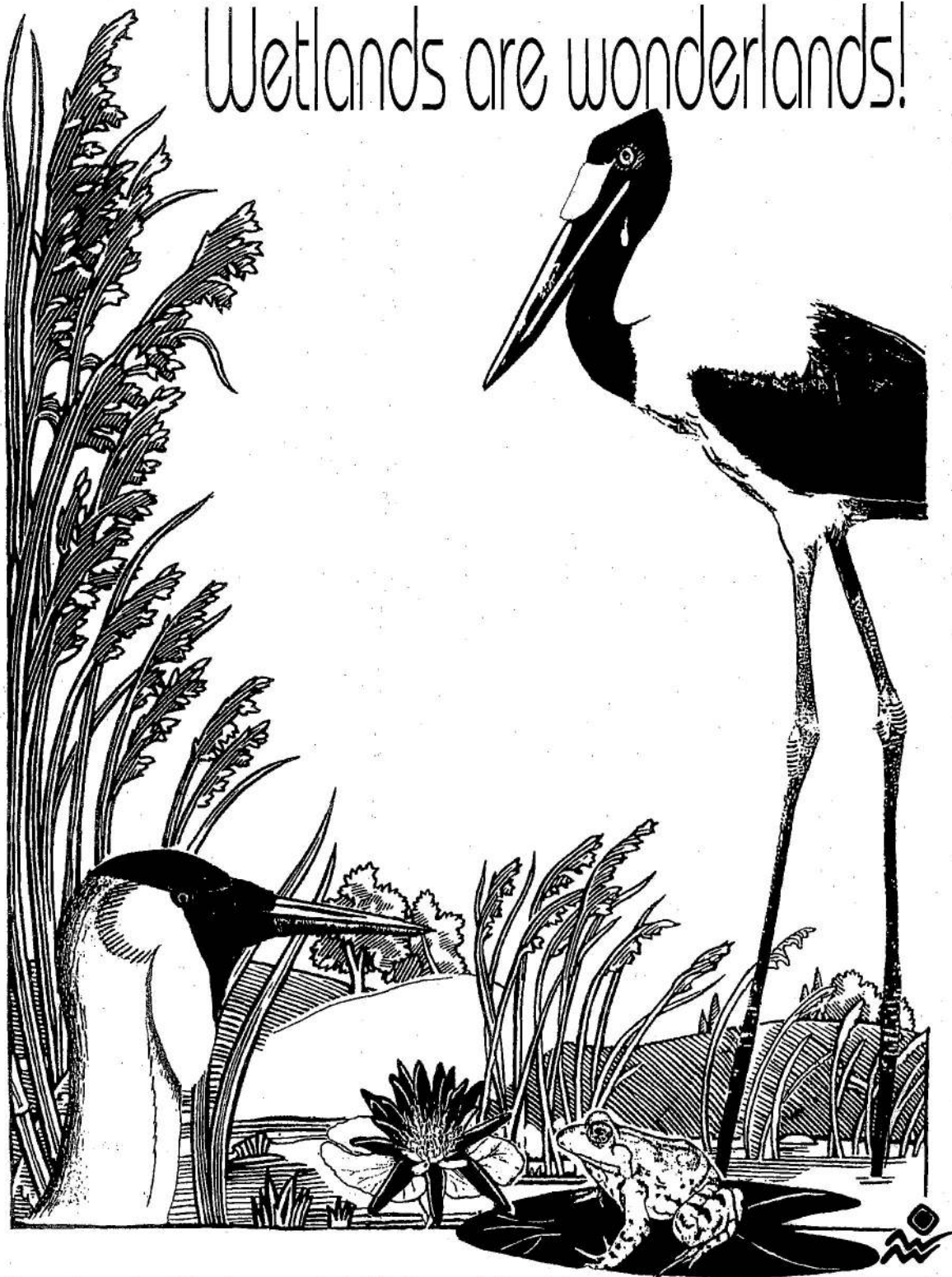
WEST RAND

C/o Park & 6th Streets, West Rand District Municipality
Randfontein, Tel: (011) 693 2766

METSWEDING

55 Mark Street, Bronkhorstspuit
Tel: (013) 932 1599

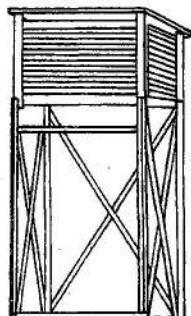
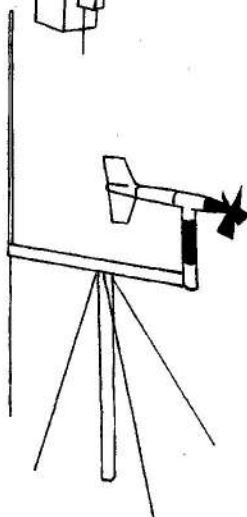
Wetlands are wonderlands!



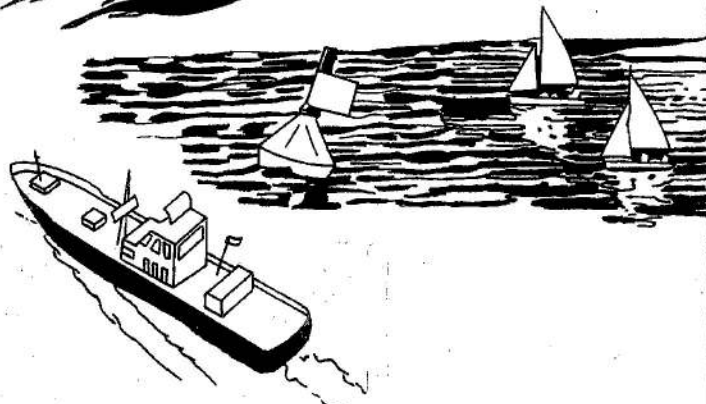
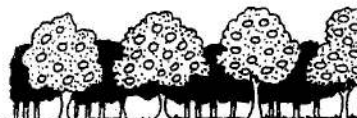
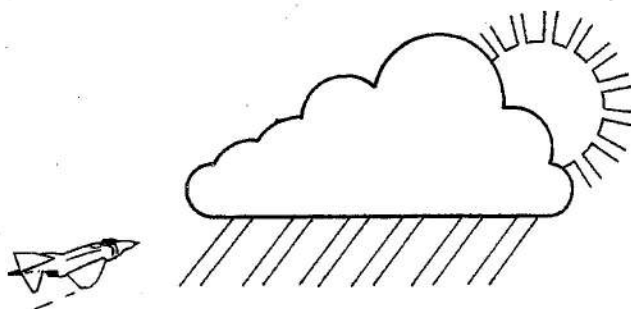
Department of Environmental Affairs and Tourism



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