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NATALSE WETSGENOOTSKAP

WYSIGING VAN REËLS

Hiermee word kennis gegee dat die volgende wysigings van die Reëls van die Natalse Wetsgenootskap deur lede op 'n algemene jaarvergadering gemaak is en na oorlegpleging met die Regter-president van Natal is dit deur die Hoofregter van Suid-Afrika kragtens artikel 74 van die Wet op Prokureurs, No. 53 van 1979, goedgekeur—

1. deur die vervanging van Reël 1 deur die volgende Reël—

"1. Woordomskrywing

Tensy die samehang anders aandui of 'n andersluidende woordomskrywing hieronder uiteengesit word, het woorde en uitdrukkings in hierdie Reëls die betekenis wat in die Wet omskryf word en—

beteken "**besigheidsrekeningtransaksies**" transaksies ten opsigte waarvan aantekeninge kragtens reël 20 gehou moet word;

beteken "**firma**" twee of meer lede wat in vennootskap praktiseer, 'n lid wat vir sy eie rekening praktiseer of 'n professionele maatskappy soos omskryf in die Wet;

beteken "**Genootskap**" die Natalse Wetsgenootskap;

beteken "**jaar**" die Genootskap se boekjaar;

beteken "**klagtekomitee**" 'n komitee wat ingevolge artikel 67 (1) van die Wet aangestel is;

beteken "**lid**" iemand wat uit hoofde van artikel 57 van die Wet 'n lid van die Genootskap is;

beteken "**ondersoek**" 'n klagteondersoek ingestel deur die Raad of 'n klagtekomitee;

beteken "**persoon**" ook 'n firma en 'n "regspersoon";

beteken "**President**" en "**Vise-president**" onderskeidelik die President en enigeen van die vise-presidente van die Genootskap;

beteken "**Raad**" die Raad van die Genootskap;

beteken "**rekeningkundige aantekeninge**" die aantekeninge wat 'n firma kragtens reël 20 moet byhou;

beteken "**rekenmeester**" 'n persoon wat geregistreer is as 'n rekenmeester en ouditeur kragtens die Wet op Openbare Rekenmeesters en Ouditeure, 1951, en wat praktiseer as 'n openbare rekenmeester soos neergelê in daardie Wet;

beteken "**Sekretaris**" die Sekretaris wat aangestel is ooreenkomstig reël 11 en sluit in enige waarnemende, adjunk- of assistentsekretaris;

NATAL LAW SOCIETY

AMENDMENT OF RULES

It is hereby notified that the following amendments to the Rules of the Natal Law Society have been made by its members at an annual general meeting, and after consultation with the Judge President of Natal, have been approved by the Chief Justice of South Africa in terms of section 74 of the Attorneys Act, No. 53 of 1979—

- beteken "**subskripsie**" 'n subskripsie ooreenkomstig reël 19;
- beteken "**trustbankrekening**" 'n bankrekening wat 'n prokureur hou ooreenkomstig artikel 78 van die Wet;
- beteken en sluit "**trustbeleggingsrekening**" alle rekenings in wat 'n firma kragtens artikel 78 (2) of artikel 78 (2A) van die Wet hou;
- beteken "**trustgeld**" geld wat gehou of ontvang word namens enigiemand soos beoog in artikel 78 (1) of wat belê word soos in artikel 78 (2) of artikel 78 (2A) van die Wet beoog;
- beteken "**trustkontant**" enige kontant wat deur 'n firma gehou word op 'n ander wyse as in 'n trustbankrekening of 'n trustbeleggingsrekening;
- beteken "**trustkrediteur**" 'n persoon namens wie geld gehou of ontvang word soos beoog in artikel 78 (1) of belê word soos beoog in artikel 78 (2) of artikel 78 (2A) van die Wet;
- beteken "**trustrekeningtransaksies**" transaksies ten opsigte waarvan aantekeninge kragtens reël 21 gehou moet word;
- beteken "**trustspaarrekening**" 'n spaar- of rentegewende rekening wat 'n prokureur hou ooreenkomstig artikel 78 van die Wet;
- beteken "**vennoot**" ook die aandeelhouders van 'n professionele maatskappy soos omskryf in die Wet;
- beteken "**Wet**" die Wet op Prokureurs, 1979 (Wet No. 53 van 1979);

2. in Reël 14 (b) —

- (1) deur die vervanging van subparagraaf (vi) deur die volgende subparagraaf:

"(vi) om enigiets in die loop van sy praktyk te doen of toe te laat wat redelikerwys geag kan word waarskynlik besigheid op onbillike wyse aan te trek.", en

- (2) deur die byvoeging van die volgende paragraaf na paragraaf (c):

"(d) 'n Lid kan na goeddunke vir sy praktyk reklame maak, of 'n ander persoon toelaat om dit te doen, met dien verstande dat die reklame vir sy praktyk nie op enige wyse daartoe sal bydra om enige van die volgende te kompromitteer, belemmer of waarskynlik te kompromitteer of belemmer nie:

- (i) Sy onafhanklikheid of eerbaarheid;
- (ii) die kliënt se vryheid om 'n prokureur van sy eie keuse opdrag te gee;
- (iii) sy plig om in die beste belang van die kliënt op te tree;
- (iv) sy goeie naam of dié van die prokureursberoep;
- (v) sy behoorlike werkstandaard."

3. in Reël 15 (n), deur die vervanging van die woorde "klerk onder leerkontrak" deur die woord "kandidaat-prokureur";

4. deur die vervanging van Reël 16 deur die volgende Reël:

"16. **Berekening van gelde**

- (a) Die Raad of enige komitee wat die Raad vir daardie doel aanstel, is bevoeg om op versoek van enige persoon of 'n lid die gelde en uitbetalings te bereken wat deur sodanige persoon aan 'n lid betaalbaar is ten opsigte van die verrigting van enige werk, behalwe hofwerk, deur 'n lid in sy hoedanigheid as sodanige: Met dien verstande dat die Raad of die komitee nie gelde en uitbetalings moet bereken in gevalle waar 'n staatsamptenaar bevoeg is om dit te doen of waar die betrokke werk reeds deur 'n statutêre tarief gedek word nie.
- (b) Met die oog daarop dat 'n lid redelike en voldoende vergoeding ontvang vir die dienste wat hy verrig, moet die Raad of die komitee, na gelang van die geval, by elke berekening al sodanige gelde en uitbetalings toestaan wat hy redelik vind vir die verrigting van die betrokke werk en aldus doende kennis neem van—
 - (i) die hoeveelheid en die belangrikheid van die werk wat gedoen is;
 - (ii) die ingewikkeldheid van die saak of die moeilikheid of sonderlingheid van die werk of die kwessies wat geopper is;
 - (iii) die vaardigheid, arbeid, gespesialiseerde kennis en verantwoordelikheid daarby betrokke aan die klant van die lid;
 - (iv) die getal en belangrikheid van die dokumente wat opgestel of ondersoek is sonder noodwendige inagneming van lengte;
 - (v) die plek waar en die omstandighede waaronder die dienste of enige deel daarvan gelewer is;

- (vi) die tyd wat die lid bestee het;
- (vii) waar geld of eiendom betrokke is, die bedrag of waarde daarvan;
- (viii) die belangrikheid van die saak vir die kliënt;
- (ix) die gehalte van die werk wat verrig is;
- (x) die ervaring of senioriteit van die lid;
- (xi) enige kostetarief wat die Genootskap goedgekeur het enkel met die doel om as riglyn vir 'n lid te dien;
- (xii) enige kostetarief wat die Raad ooreenkomstig die bepalings van artikel 69 (d) van die Wet voorskryf; en

of die koste en uitbetalings aan oorversigtigheid, nalatigheid of vergissing aan die kant van die lid te wyte of daardeur verhoog is.

- (c) By die berekening van enige lid se gelde en uitbetalings kan die Raad of die komitee, na gelang van die geval, die oorlegging van sodanige boeke, dokumente, stukke of rekeninge vereis as wat na sy oordeel nodig is vir die behoorlike beslissing na enige aangeleentheid voortspruitend uit sodanige berekening.
- (d) Die Raad of die komitee, na gelang van die geval, moet nie met die berekening van die gelde en uitbetalings begin nie, tensy die Sekretaris van die Genootskap, sowel die lid as die persoon wat vir betaling van die gelde aanspreeklik is, per vooruitbetaalde geregistreerde pos behoorlik kennis gegee het van die tyd en plek van sodanige berekening, met vermelding dat hy daarop geregtig is om aldaar teenwoordig en verteenwoordig te wees, maar sodanige kennisgewing is nie nodig nie indien sowel die lid as sodanige persoon skriftelik tot die berekening in hulle afwesigheid toegestem het. By die berekening moet die Raad of die komitee, na gelang van die geval, die lid en sodanige persoon toelaat om hul vertoë en argumente, hetsy skriftelik dan wel mondeling, voor te lê. Na ontvangs van sodanige vertoë en argumente het die Raad of die komitee, na gelang van die geval, die reg om sy beslissing voor te behou. Sodra die Raad of die komitee, na gelang van die geval, tot 'n beslissing geraak het, moet hy aan sowel die lid as sodanige persoon, hetsy per hand dan wel per vooruitbetaalde geregistreerde pos, 'n afskrif van die lys gelde wat vir berekening voorgelê is, behoorlik geëndosseer met die allocatur van die Raad of die komitee, na gelang van die geval, onder handtekening van die Sekretaris van die Genootskap, lewer. Behoudens die bepalings van artikel 74 (5) van die Wet word die gelde en uitbetalings wat ooreenkomstig die allocatur vasgestel is, geag die redelike gelde en uitbetalings te wees wat vir die bewese dienste aan die lid betaalbaar is.
- (e) Die Raad of die komitee, na gelang van die geval, is bevoeg om na goedvinde te eniger tyd in buitengewone of uitsonderlike gevalle waar streng toepassing van enige bepaling van subreël (b) hierbo onbillik sou wees, van sodanige bepalings af te wyk.”;

5. deur die invoeging van die volgende Reël na Reël 16:

“17. Beleggingspraktyke

- (1) (a) 'n Firma word vir doeleindes van hierdie Reël geag 'n beleggingspraktyk te beoefen indien hy fondse namens 'n kliënt of kliënte belê, of indien hy, direk of indirek, sodanige belegging by wyse van die invordering van rente of kapitale aflosbetalings namens kliënte beheer of bestuur.
- (b) Hierdie Reël is nie van toepassing nie, op—
 - (i) beleggings gemaak ingevolge die bepalings van artikel 78 (2A) van die Wet;
 - (ii) enige ander belegging van 'n tydelike aard wat gemaak word in die loop van en wat deel vorm van 'n transportbesorgings- of ander aangeleentheid, met inbegrip van gedingvoering, waarby die beleggingskliënt 'n party is, of
 - (iii) beleggings gemaak deur lede in hulle hoedanigheid as eksekuteurs, trustees, kuratore of enige soortgelyke hoedanigheid in soverre sodanige beleggings beheer word deur enige statutêre bepaling of regulasie.
- (2) 'n Lid wat 'n beleggingspraktyk beoefen, moet 'n sertifikaat van sy rekenmeester bekom wat ingevolge die bepalings van reël 21A verslag sal moet doen of die lid die bepalings van hierdie Reël nagekom het.
- (3) 'n Lid wat 'n beleggingspraktyk beoefen, moet 'n beleggingsopdrag van elke kliënt verkry voordat fondse namens daardie kliënt belê word. Die beleggingsopdrag moet wesenlik ooreenstem met die vorm soos uiteengesit in die Vierde Bylae van hierdie Reëls.

- (4) Elke lid wat 'n beleggingspraktik beoefen, moet nie later as ses maande na die einde van sy firma se finansiële jaar nie, elke kliënt voorsien van 'n lys waarin die tersaaklike besonderhede van sodanige kliënt se beleggings weergegee word. Sodanige verslag moet ook op enige ander tydstip op die redelike versoek van die kliënt beskikbaar gemaak word.
- (5) (a) Elke lid wat 'n beleggingspraktik beoefen moet, benewens sy normale rekeningkundige aantekeninge, ook 'n afsonderlike trustrekeningkundige aantekening ten opsigte van elke kliënt hou, waarin aangetoon sal word—
- (i) betalings van alle gelde wat van tyd tot tyd deur die kliënt aan hom vir belegging toevertrou is ooreenkomstig die opdrag deur die klient ingevolge subreël (3) gegee;
 - (ii) betalings van alle gelde deur hom namens die kliënt belê;
 - (iii) betalings van alle bedrae, sowel kapitaal as inkomste, wat uit die beleggings voortspruit en vir die kliënt se rekening ontvang is;
 - (iv) alle betalings deur hom aan die kliënt gemaak ten opsigte van die kliënt se beleggings, en
 - (v) alle vorderings aan die lid betaal ten opsigte van sy dienste deur hom aan die kliënt gelewer ooreenkomstig die kliënt se opdrag ingevolge subreël (3).
- (b) Die rekeningkundige aantekeninge en ander stawende dokumente waarna in paragraaf (a) verwys word, moet deur die lid op so 'n wyse behou word dat dit hom in staat stel om aan elke kliënt op versoek alle besonderhede van die kliënt se beleggings soos in paragraaf (a) aangeteken, te gee. Sodanige rekeningkundige aantekeninge, ander stawende dokumente en stelsels, moet breedvoerig genoeg gehou word en kruisverwysings moet gedoen word na die trustrekeningantekeninge wat ten opsigte van elke kliënt gehou word, op sodanige wyse dat 'n genoegsame en behoorlike ouditspoor daargestel word wat dit moontlik sal maak om 'n besondere transaksie te eniger tyd te identifiseer en in die rekeningkundige aantekeninge van die kliënt op te spoor. Die stelsel moet die inligting op 'n ordelike wyse versamel en die rekeningkundige aantekeninge en ander stawende dokumente moet behoorlik gerangskik, geliasseer en geïndekseer word sodat enige besondere aantekening gou toeganklik gemaak kan word. Waar rekeningkundige aantekeninge behou word op 'n wyse anders as op skrif, moet daar voldoende geriewe bestaan waardeur sodanige aantekeninge in gedrukte vorm gereproduseer kan word.
- (c) Tensy daar 'n andersluidende statutêre bepaling bestaan, moet alle rekeningkundige aantekeninge, wat ingevolge hierdie subreël behou moet word, en afskrifte van alle verslag afgestuur ingevolge subreël (4), vir ten minste vyf jaar vanaf die datum van die laaste inskrywing wat in elke besondere boek of ander aantekeningdokument gemaak is, behou word en moet in dieselfde kantoor gehou word waar die lid se ander rekeningkundige aantekeninge is.
- (6) (a) Geen lid mag deposito's of ander geldmarkbeleggings kombineer op enige wyse anders as om as verteenwoordiger namens elke deelnemende kliënt fondse te ontvang vir die belegging in die naam van sodanige kliënt by 'n depositonemende instelling op die geldmark nie. Ontvangs van elke deposito of geldmarkbelegging moet skriftelik erken word deur die betrokke depositonemende instelling en die kwitansies moet deur die lid as deel van sy rekeningkundige aantekeninge behou word.
- (b) Alle gelde deur 'n lid ontvang vir die belegging by 'n depositonemende instelling, moet so gou as redelik moontlik na ontvangs deur die lid aan die betrokke instansie oorbetal word, met inagneming van sake soos of die tjek by die uitreikende bankier uitgeklaar moet word.
- (c) Vir doeleindes van hierdie Reël beteken "depositonemende instelling" enige bank of bouvereniging geregistreer ingevolge die Wet op Depositonemende Instellings, No. 94 van 1990.
- (7) 'n Lid mag nie namens 'n kliënt belê in—
- (a) aandele of skuldbriewe in enige maatskappy wat nie op die Johannesburgse Effektebeurs genoteer is nie, tensy dit 'n filiaal van 'n genoteerde maatskappy is, of
 - (b) geldmarktiipebeleggings op 'n ander wyse as in die kliënt se naam by 'n instansie soos omskrywe in subreël 6 (c), of

- (c) lenings ten opsigte waarvan, na die lid se mening, nie genoegsame sekuriteit verkry is nie,
tensy die kliënt se skriftelike magtiging vir elke sodanige belegging eers vooraf verkry is nie.
- (8) (a) Ondanks die bepalings van hierdie Reël, sal elke lid wat alreeds 'n beleggingspraktik beoefen, by die aanvang van hierdie Reël—
- (i) die nuwe fondse vir belegging aanvaar sonder nakoming van die bepalings van subreëls (3), (5), (6) en (7) nie;
 - (ii) ten opsigte van alle bestaande beleggings, nakoming van subreëls (3), (5), (6) en (7) binne ses maande vanaf die datum van hierdie Reël, verseker;
 - (iii) nie verplig word om met die nakoming van subreël (5) te begin voor die einde van Maart van die kalenderjaar wat volg op die jaar waarin die tydperk van grasië soos uiteengesit in subparagraaf (2) verstryk nie;
 - (iv) nie verplig word om sy eerste jaarlikse rekenmeestersverslag ingevolge subreël (2) te verstrek voor die verstryking van drie maande na die einde van die finansiële tydperk waarin die tydperk van grasië soos uiteengesit in subparagraaf (ii) verstryk nie.
- (b) Enige lid wat, as deel van sy beleggingspraktik, alreeds enige belegging hou of beheer, wat nie aan die bepalings van subreël (7) voldoen nie, moet binne die tydperk van ses maande na die datum van inwerkingtreding van hierdie Reël, of die betrokke kliënt se skriftelike toestemming verkry vir sodanige belegging, of van die bestuur daarvan afstand doen.
- (9) Versuim om aan die bepalings van hierdie Reël te voldoen, kan onprofessionele gedrag uitmaak aan die kant van die lid, sy vennote of direkteure.”;
6. in Reël 18, deur die byvoeging van die volgende paragraaf na paragraaf (e):
- “(f) Geen gelde sal gedeel word deur enige lid wat deur 'n ander lid opdrag gegee is nie, behalwe waar 'n spesifieke andersluidende ooreenkoms met daardie lid aangegaan is.”;
7. in Reël 19, deur die vervanging van paragraaf (a) deur die volgende paragraaf:
- “(a) 'n Jaarlikse subskripsie wat elke jaar deur lede by 'n Algemene Jaarvergadering op aanbeveling van die Raad vasgestel en uiterlik op 31 Desember van elke jaar betaal moet word, is deur elke lid van die Genootskap betaalbaar, en die Raad kan differensieër tussen lede wat behoort tot verskillende kategorieë wat hy bepaal ten einde subskripsies vas te stel.”;
8. deur die vervanging van Reël 20 deur die volgende Reël:
- “20. Rekeningkundige vereistes: Algemeen**
- (a) 'n Firma moet in 'n amptelike taal van die Republiek sodanige rekeningkundige aantekeninge byhou wat nodig is om die stand van sake en die besigheid van die firma billik weer te gee in terme van algemeen aanvaarde rekeningkundige praktik en om die transaksies en finansiële posisie van die firma uiteen te sit, insluitende, sonder om afbreuk te doen aan die algemeenheid van hierdie reël—
- (a) aantekeninge wat sy bates en laste toon;
 - (b) aantekeninge bevattende dag-tot-dag inskrywings van alle gelde deur hom op sy eie rekening ontvang en uitbetaal;
 - (c) aantekeninge bevattende besonderhede en inligting van alle gelde deur hom ontvang, gehou en uitbetaal vir en op rekening van enigiemand asook van alle gelde deur hom belê ingevolge artikel 78 (2) of artikel 78 (2A) van die Wet en van rente waarna verwys word in artikel 78 (3) van die Wet wat oorbetal of gekrediteer is aan hom, asook rente gekrediteer aan of op 'n afsonderlike trustspaar- of ander rentegewende rekening waarna verwys word in artikel 78 (2A).
- (2) By bepaling van wat bedoel word met “algemeen aanvaarde rekeningkundige praktik” word onder meer gelet op Beslissings van die Raad wat aan lede bekend gemaak is.
- (3) Die rekeningkundige aantekeninge moet op maklik waarneembare wyse tussen besigheidsrekeningtransaksies en trustrekeningtransaksies onderskei.
- (4) 'n Firma moet sy rekeningkundige aantekeninge bewaar—
- (a) vir ten minste vyf jaar van die datum van die laaste inskrywing in elke besondere boek of ander oorkonde-dokument;

- (b) behalwe met die vooraf skriftelike toestemming van die Raad, of wanneer kragtens ander wettige magtiging daarvandaan verwyder, nêrens anders nie as by sy hoofkantoor of by 'n takkantoor, maar in laasgenoemde geval alleen vir sover hulle betrekking het op enige deel van sy praktyk wat by daardie takkantoor uitgeoefen word.
- (5) 'n Firma moet sy rekeningkundige aantekeninge gereeld en stiptelik bywerk en word geag nie aan hierdie Reël te voldoen het nie, as sy rekeningkundige aantekeninge onder meer nie vir meer as een maand opgeskryf is nie en nie gebalanseer is nie binne twee maande na elke datum waarop lyste van trustkrediteure soos in reël 21 (7) vermeld, opgestel moet word.
- (6) (a) Trustgeld mag onder geen omstandighede gedeponeer word in, of gekrediteer word teen, 'n besigheidsbankrekening nie, terwyl ander gelde as trustgeld, wat in enige stadium in 'n trustbankrekening gevind word; sonder onredelike vertraging oorgedra moet word na 'n besigheidsbankrekening; met dien verstande dat 'n firma wat—
 - (i) oordragte van sy trustbankrekening na sy besigheidsrekening ten minste een maal per maand doen, en
 - (ii) verseker dat elke sodanige oordrag die totale bedrag dek wat aan hom verskuldig is soos op 'n datum nie vroeër nie as een week voor die datum van oordrag, geag word genoegsaam aan hierdie Reël te voldoen het.
- (b) Wanneer 'n firma 'n oordrag van sy trustbankrekening na sy besigheidsbankrekening doen, moet hy verseker dat—
 - (i) die bedrag oorgedra identifiseerbaar is met die bedrag aan hom verskuldig en dit nie oorskry nie, en
 - (ii) die balans van enige bedrag aan hom verskuldig wat in sy trustbankrekening oorbly, identifiseerbaar is met ooreenstemmende inskrywings wat in sy trustgrootboek verskyn.
- (7) Elke firma moet binne 'n redelike tyd na afhandeling of vroeër beëindiging van 'n mandaat skriftelik aan sy kliënt rekenskap gee; elke rekeningstaat moet die volgende bevat:
 - (a) Besonderhede van alle bedrae deur hom in verband met die betrokke aangeleentheid ontvang, paslik verduidelik;
 - (b) besonderhede van alle uitbetalings en ander betalings deur hom in verband met die aangeleentheid gemaak;
 - (c) gelde en ander vorderings wat teen die kliënt in berekening gebring of gehê is en, waar enige gelde ooreengekome gelde verteenwoordig, 'n verklaring dat sodanige gelde gevra is met vermelding van die ooreengekome bedrag;
 - (d) die bedrag verskuldig aan of deur die kliënt;
 en die firma moet 'n afskrif van elke sodanige rekeningstaat vir nie minder nie as vyf jaar bewaar.
- (8) 'n Firma moet, tensy anders gelas, enige bedrag wat aan sy kliënt verskuldig is, binne 'n redelike tyd betaal.”;

9. deur die vervanging van Reël 21 deur die volgende Reël:

“21. Rekeningkundige vereistes: Trustrekeningtransaksies

- (1) 'n Firma moet alle geld wat hy namens enigiemand ontvang, stiptelik in sy trustbankrekening deponeer op die datum van ontvangs daarvan of op die eerste bankdag na die ontvangs daarvan waarop redelikerwys verwag kan word dat dit gebank sal word.
- (2) Enige bedrag deur 'n firma onttrek van 'n trustbeleggingsrekening moet stiptelik deur hom in sy trustbankrekening gedeponeer word.
- (3) 'n Firma moet—
 - (a) verseker dat die totale bedrag geld in sy trustbankrekening, trustbeleggingsrekening en trustkontant op geen tydstip minder is as die totale bedrag van die kredietbalanse van die trustkrediteure aangetoon in sy rekeningkundige aantekeninge nie;
 - (b) verseker dat geen rekening van 'n trustkrediteur in debiet is nie;
 - (c) 'n stelsel gebruik en in stand hou om te verseker dat wanneer bedrae van sy trustbankrekening na sy besigheidsbankrekening oorgedra word, die vereistes van paragrawe (a) en (b) nie geskend word nie.

- (4) 'n Firma moet verseker dat vooruitbetaling ter dekking van toekomstige aanspreeklikheid vir dienste gelewer of gelewer te word of van uitgawes, insluitende advokaatsgelde, aangegaan te word, onverwyld tot die krediet van sy trustbankrekening gedeponeer word.
- (5) 'n Firma moet verseker dat onttrekkings uit sy trustbankrekening slegs gemaak word—
 - (a) aan of vir 'n trustkrediteur;
 - (b) as oordragte na sy besigheidsbankrekening, met die voorbehoud dat sodanige oordragte slegs gemaak word met betrekking tot geld opgeëis as verskuldig aan die firma.
- (6) 'n Firma moet verseker dat—
 - (a) enige tjek getrek op 'n firma se trustbankrekening betaalbaar gemaak moet word aan, of aan die order van, 'n begunstigde wat uitdruklik benoem word;
 - (b) geen oordrag van sy trustbankrekening na sy besigheidsrekening gemaak word ten opsigte van enige uitbetaling, insluitende advokaatsgelde, of gelde van die firma nie totdat—
 - (i) die uitbetaling werklik deur die firma gedoen is;
 - (ii) die gelde korrek in sy rekeningkundige aantekeninge gedebiteer is.
- (7) (a) Elke firma moet met tussenposes van hoogstens drie kalendermaande, in duidelike leesbare vorm, 'n lys opstel van bedrae wat enige persoon, wat daarin by naam geïdentifiseer word, tot sy krediet het ten opsigte van alle geld wat sodanige firma vir rekening van sodanige persoon hou of ontvang het en, ten einde nakoming van subreël (3) te verseker, stel hy die totaal van sodanige lys vas en vergelyk hy vermeldde totaal met die batige totaal van die firma se trustbankrekeninge, trustbeleggingsrekeninge en bedrae wat deur hom as trustkontant gehou word.
- (b) Die saldo wat ten opsigte van elke sodanige rekening in die lys opgeneem is, moet ook op die een of ander permanente, opvallende en duidelike wyse aangeteken word in die grootboekrekening waaruit daardie saldo verkry is.
- (c) Elke sodanige lys moet deel vorm van die rekeningkundige aantekeninge van die firma wat bewaar word vir die 5-jaar-periode na verwys in reël 20 (4) (a).
- (8) Elke firma moet—
 - (a) onmiddellik die Raad skriftelik in kennis stel van die naam en adres van die bank of banke waar hy sy trustbankrekening of -rekeninge hou en moet daarna die Raad onmiddellik in kennis stel van enige verandering in die naam en adres van sodanige bank of banke;
 - (b) wanneer deur die Raad vereis, binne 10 dae of sodanige langer tydperk as wat die Raad mag vasstel, aan die Raad 'n getekende verklaring lewer, uitgereik deur die bank of banke waar hy sy trustbankrekening of -rekeninge hou en 'n getekende verklaring uitgereik deur die finansiële instelling waar die firma enige trustbelegging hou, waarin die bedrag van die saldo van sodanige trustbankrekening of -rekenings of trustbeleggingsrekening op sodanige datum of datums deur die Raad mag bepaal, gesertifiseer word.
- (9) 'n Lid wat fondse namens enigiemand belê, sonder daardie persoon se spesifieke of algemene skriftelike opdrag vooraf, moet—
 - (a) sodanige fondse nie anders belê as in 'n trustspaar- of ander rentedraende rekening by 'n bankinstelling of bouvereniging nie;
 - (b) daardie persoon se skriftelike bevestiging van die belegging verkry so gou as wat redelikerwys moontlik is of hom onmiddellik skriftelik daarvan in kennis stel, en
 - (c) onmiddellik die spesifieke trustspaar- of ander rentedraende rekening ingevolge artikel 78 (2A) van die Wet laat endosseer.”;

10. deur die invoeging van die volgende Reël na Reël 21:—

“21A. Verslae deur rekenmeesters

- (1) 'n Firma moet een maal elke kalenderjaar, of op sodanige ander tye as wat die Raad vereis, op eie koste 'n rekenmeester deur die Raad goedgekeur, aanstel, om namens en as verteenwoordiger van die fonds die pligte wat by subreël (4) aan hom opgedra word, te vervul.

- (2) 'n Firma moet aan 'n rekenmeester wat ingevolge subreël (1) aangestel is, insae verleen in sodanige van die firma se oorkondes as wat hy nodig ag om vir die vervulling van sy pligte ingevolge subreël (4) te ondersoek en moet aan die rekenmeester enige magtiging verleen wat nodig mag wees om hom in staat te stel om sodanige inligting, sertifikate of ander bewyse te verkry as wat hy redelikerwys mag benodig vir sodanige doeleindes.
- (3) 'n Firma moet toesien dat die verslag wat ooreenkomstig subreël (4) deur 'n rekenmeester gelewer word, binne of op die vereiste tyd aldus gelewer word; met dien verstande dat die Raad op skriftelike aansoek deur 'n firma in verband met 'n bepaalde verslag, sodanige firma se versuim om aan hierdie vereiste te voldoen, na goeë dunnke en op sodanige voorwaardes as wat hy mag bepaal, kan kondoneer.
- (4) Elke rekenmeester wat ooreenkomstig subreël (1) aanstelling aanvaar het, moet—
 - (a) binne ses maande na die jaarlikse afsluiting van die betrokke firma se rekeningkundige aantekeninge, of op sodanige ander tye as wat die Raad mag vereis aan die Raad 'n verslag lewer wat in die vorm uiteengesit in die Vyfde Bylae van hierdie Reëls moet wees;
 - (b) onverwyld regstreeks skriftelik aan die Raad rapporteer indien, te eniger tyd gedurende die vervulling van sy taak en pligte ingevolge hierdie Reël—
 - (i) dit onder sy aandag kom dat die totaal van die saldo's wat ten opsigte van trustrekeninge in die rekeningkundige aantekeninge van die firma aangetoon word, op enige datum die totaal van die geld in sy trustbankrekening, sy trustbeleggingsrekening en sy trustkontant oorskry het;
 - (ii) enige wesentlike navrae wat die rekenmeester aan die firma in verband met sy rekeningkundige aantekeninge gerig het, nie tot sy bevrediging behandel is nie;
 - (iii) nie tot sy bevrediging voldoen is nie aan 'n redelike versoek deur hom om insae in die oorkondes van die firma of om 'n magtiging te verkry waarna in subreël (2) verwys word.
- (5) 'n Afskrif van die verslag in die voorgeskrewe vorm vereis ingevolge subreël (4) (a) en enige verslag ingevolge subreël (4)d (b) gedoen, moet deur die rekenmeester aan die betrokke firma gestuur word.
- (6) Die vorm voorgeskryf by subreël (4) word alleen van die Sekretaris verkry, wat dit op versoek uitreik aan 'n firma of aan 'n rekenmeester wat ingevolge hierdie Reël aangestel is.
- (7) In 'n geval waar die Raad oortuig is dat dit nie doenlik is om die dienste van 'n rekenmeester vir die uitreiking van 'n verslag soos voorgeskryf by subreël (4) te verkry nie, mag hy in die plek daarvan as voldoening aan die vereistes van subreël (4) sodanige ander bewyse as wat hy voldoende ag, aanvaar.”;

11. in Reël 22, deur die vervanging van die woorde “ingeskrewe klerke” deur “kandidaat-prokureurs” in die opskrif en in paragraaf (d);

12. deur die vervanging van Reël 23 deur die volgende Reël:

“23. Veranderinge in firmas en takkantore

(1) Dit is die plig van elke lid—

- (a) om sy volle naam en adres waar hy praktiseer by die Sekretaris in te dien binne 30 dae nadat hy lid geword het, en ten opsigte van daardie lede wat as aandeelhouders van 'n professionele maatskappy praktiseer, die adres waar die professionele maatskappy praktiseer;
- (b) wat 'n aandeelhouer in 'n professionele maatskappy is, om te verseker dat daar binne 30 dae na die datum waarop sodanige maatskappy in Natal begin praktiseer of 'n verandering in aandeelhouding ondergaan, 'n opgawe van die maatskappy se naam, sy inkorporeringsnommer en -datum, die adres van sy geregistreerde kantoor, die adres waar hy praktiseer en die volle name van sy aandeelhouders by die Sekretaris ingedien word;
- (c) van 'n firma wat die adres verander van die plek waar hy praktiseer, om individueel of gesamentlik met sy vennote of mede-aandeelhouders, die Sekretaris binne 30 dae van sodanige verandering van sy firma se nuwe adres in kennis te stel;

- (d) wat praktiseer in 'n bestaande praktyk, vennootskap of professionele maatskappy waarin enige verandering van professionele personeel plaasvind of, wat op sy eie begin praktiseer, om onverwyld skriftelik aan die Sekretaris volle besonderhede te verskaf van die verandering of veranderinge wat plaasgevind het, en om sodanige bykomende besonderhede in hierdie verband te verstrek as wat die Sekretaris van enige sodanige lid mag vereis.
- (2) (a) Die Sekretaris sal in die geval van enige verandering wat geskied, soos in reël 23 (1) (d) beoog, geregtig wees om van 'n lid betrokke by sodanige verandering, hetsy hy praktiseer vir eie rekening, of in vennootskap, of as 'n aandeelhouer in 'n professionele maatskappy, te vereis om skriftelik te verklaar watter reëlings getref is met betrekking tot enige gelde namens enige persoon ingevolge artikel 78 van die Wet, gehou of gehou te word deur die lid wat praktiseer vir sy eie rekening, of by die vennootskap waar die lid praktiseer, of by die professionele maatskappy waar die lid 'n aandeelhouer is, en sal ook geregtig wees om van sodanige lid te vereis om die Raad te voorsien van 'n lys van trustkrediteure.
- (b) Die Sekretaris sal ook geregtig wees om van enige lid, of van die wettige eksekuteur of verteenwoordiger van enige lid, te vereis om 'n sertifikaat van 'n rekenmeester wat deur die Raad goedgekeur is, in te lewer met betrekking tot enige aangeleentheid of saak in verband met die beskerming van enige gelde namens enige persoon ingevolge artikel 78 van die Wet, deur enige lid gehou, of gehou of ontvang te word.
- (3) (a) Enige lid kan een of meer takkantore binne die provinsie Natal open nadat hy die Sekretaris voor die opening van die takkantoor skriftelik van die volgende in kennis gestel het:
- (i) Sy voorneme om 'n takkantoor te open en die beoogde fisiese adres, posadres en telefoonnommer van sodanige takkantoor;
 - (ii) of hy 'n afsonderlike trustbankrekening sal open en afsonderlike rekeningkundige aantekeninge vir sy takkantoor sal hou, en
 - (iii) die naam of name van die praktisyn of praktisyns wat die takkantoor sal beheer en die tye wat dit vir die publiek oop sal wees.
- (b) 'n Lid wat vanaf meer as een fisiese adres praktiseer, moet op sy briefhoofde die adresse van sy hooftak en alle takkantore aandui, en alle briewe moet aandui van watter adres dit afkomstig is.
- (c) 'n Takkantoor kan oop wees slegs terwyl dit onder die direkte en persoonlike beheer van 'n praktisyn is.
- (d) Ingeval 'n lid se takkantoor 'n afsonderlike trustbankrekening het, is die lid verplig om 'n afsonderlike sertifikaat vir die takkantoor ingevolge reël 21A van hierdie Reëls in te dien.”;

13. deur die vervanging van die Tweede Bylae deur die volgende Bylae:

“TWEDE BYLAE

Die Natsale Wetsgenootskap

Benoeming van Raadslid

Benoeming:

Ek (volle naam van die voorsteller),

'n lid van die Natsale Wetsgenootskap, en ek (volle naam van die sekondant)

....., 'n lid van die Natsale Wetsgenootskap, benoem hiermee (volle naam van benoemde) as 'n lid van die Raad vir

(meld hier Durban, Pietermaritzburg of Plattelandse Distrikte) en wie se nadere besonderhede die volgende is:

1. Naam van benoemde se firma
2. Dorp of stad waar benoemde praktiseer
3. Aantal jare wat benoemde as prokureur praktiseer het

4. Aantal jare wat benoemde gedien het op—

- (a) Die Raad van die Natalse Wetsgenootskap:jaar vanaftot
- (b) Regssirkelkomitee:jaar vanaftot

.....
Datum

.....
Voorsteller se handtekening

.....
Datum

.....
Sekondant se handtekening

Aanvaarding:

Ek (volle naam van benoemde) aanvaar hierby benoeming as 'n lid van die Raad van die Natalse Wetsgenootskap en verklaar dat—

- (a) ek nie ingevolge Reël 6 (b) van die Reëls van die Natalse Wetsgenootskap onbevoeg is om genomineer te word nie, en
- (b) ek 'n lid is van die Natalse Wetsgenootskap wat as prokureur in die gebied, waarvoor ek genomineer is, praktiseer.

.....
Datum

.....
Handtekening van Benoemde*;

14. deur die vervanging van die Derde Bylae deur die volgende Bylae:

“DERDE BYLAE

Leerkontrak

Tussen
'n Prokureur, wat behoorlik toegelaat is en praktiseer onder die titel
te (hierna verwys as die Prinsipaal), en (hierna verwys as die Kandidaat-Prokureur), 'n meerderjarige (minderjarige, behoorlik hierin bygestaan deur sy/haar voog).

Dit word ooreengekom dat:

- Hierdie ooreenkoms geld vir 'n tydperk van jaar, beginnende op die dag van 19..... en eindigende op die dag van 19....., met dien verstande dat indien die Kandidaat-Prokureur voor die aflooptdatum hiervan daarop geregtig word om as prokureur toegelaat te word, hierdie ooreenkoms onverwyld by sodanige toelating beëindig word.
- Die maandelikse aanvangsalaris sal die bedrag van R wees wat agterna betaalbaar is nie later as die laaste dag van elke kalendermaand nie.
- Die Kandidaat-Prokureur onderneem en stem hierby toe om—
 - sy/haar Prinsipaal getrou, eerlik, behoorlik en vertroulik in sy/haar beroep as prokureur te dien;
 - stiptelik alle wettige opdragte aan hom/haar gegee deur sy/haar Prinsipaal, enige van sy vennote of enigemand wat deur sy/haar Prinsipaal met gesag oor hom/haar aangestel is, uit te voer;
 - sorg te dra dat hy/sy nie sonder voorafverkreë toestemming van sy/haar werk by sy/haar Prinsipaal afwesig is nie;
 - die redelike vereistes van sy/haar Prinsipaal betreffende kleredrag, gedrag en welvoeglikheid na te kom en alles in sy/haar vermoë te doen om te verseker dat hy/sy sodanige kwalifikasies behaal gedurende die loop van hierdie ooreenkoms as wat hom/haar op toelating as prokureur geregtig maak;
 - 'n dagboek of ander geskrewe rekord van die opleiding wat hy/sy gedurende sy/haar klerkskap ontvang, te hou, en tot tyd en wyl hy/sy toegelaat word as prokureur, sodanige dagboek of ander rekord beskikbaar te hou vir ondersoek deur sy/haar Prinsipaal, die Raad van die Natalse Wetsgenootskap of deur die eksaminatore verantwoordelik vir die afneem van die praktiese eksamen vir Kandidaat-Prokureurs ingevolge artikel 14 van die Wet op Prokureurs, 1979;
 - nie betrokke te raak by enige ander besigheid behalwe dié van 'n Kandidaat-Prokureur onder leerkontrak sonder die skriftelike toestemming van sy/haar prinsipaal en die Raad van die Natalse Wetsgenootskap nie;
 - te gener tyd enige geheime van sy/haar Prinsipaal of sy/haar kliënte te openbaar nie, en ook nie sonder hulle spesifieke wete en toestemming hul sake met 'n derde party te bespreek nie, en dat hy/sy nie enige rekord, boek, dokument of bate van die Prinsipaal of sy/haar kliënte sal beskadig, wegdoen of skend nie.
- Die Kandidaat-Prokureur vrywaar sy/haar Prinsipaal en/of vennote, en in die geval van 'n professionele maatskappy, die direkteure, en stel hulle skadeloos teen enige eis wat teen hom/haar of hulle kan ontstaan uit enige handeling, versuim of verstek aan die kant van die Kandidaat-Prokureur wat in die loop en bestek van sy/haar werk kragtens hierdie ooreenkoms optree.

5. Die Prinsipaal onderneem hierby en stem toe om—

- (1) sy/haar bes te doen om te verseker dat die Kandidaat-Prokureur behoorlik en ten volle in die praktyk, etiek en begrip van die prokureursberoep opgelei word en om aan die Kandidaat-Prokureur die geleenthede te gee om praktiese ondervinding op te doen in—
 - (a) die voorbereiding van regsopinies en opdragte vir Advokate;
 - (b) onderhoude met kliënte en getuies en die opstelling van getuieverklarings;
 - (c) die uitkenning en toepassing van gepaste regsbeginsels op feite;
 - (d) pleitbesorging (die beredenering van elementêre sake voor die geregshoue en ander regbanke en die doeltreffende aanbieding van sekere regsargumente);
 - (e) onderhandelinge en die beslegting van geskille;
 - (f) die opstel van briewe, kontrakte, testamente en pleitstukke;
 - (g) die hou van behoorlike rekeningkundige aantekeninge en die hantering van trustgelde;
 - (h) roetine-kantooradministrasie, insluitende die behoorlike hantering van lêers en dokumente, en
 - (i) die voorbereiding van rekeningstate vir kliënte en kosterekenings vir taksasie.
- (2) alle nodige sake te verrig ten einde die toelating van die Kandidaat-Prokureur as 'n prokureur te bewerkstellig; met dien verstande dat die Kandidaat-Prokureur sy/haar tydperk van sy/haar leerklerskap behoorlik uitgedien het en na die mening van sy/haar Prinsipaal 'n geskikte en gepaste persoon vir toelating as prokureur is;
- (3) indien hy/sy ophou om as Prokureur te praktiseer, alle dokumente te teken en alle nodige handelinge of sake te verrig ten einde die Kandidaat-Prokureur in staat te stel, indien hy/sy aldus verkies om hierdie leerkontrak aan 'n ander geskikte Prokureur oor te dra en sy/haar bes te doen om te verseker dat sodanige ander geskikte Prokureur sodanige oordrag sal aanvaar.

6. Indien die Kandidaat-Prokureur—

- (a) nie sy/haar tydperk van leerklerskap behoorlik ingevolge hierdie ooreenoms uitdien nie;
- (b) enige van die bepalinge en voorwaardes van hierdie ooreenoms verbreek, of
- (c) skuldig is aan enige wangedrag,

sal die Prinsipaal geregtig wees om hierdie Ooreenoms te kanselleer en die Kandidaat-Prokureur uit sy/haar diens te ontslaan.

Onderteken deur die Prinsipaal te op hede die dag van 19....

AS GETUIES:

1.
2.

Prinsipaal

Onderteken deur die Kandidaat-Prokureur te op hede die dag 19....

AS GETUIES:

1.
2.

Kandidaat-Prokureur

Behoorlik deur my bygestaan in my hoedanigheid as sy/haar wettige voog.

Voog

Voetnotas:

3. Paragrafe 4 en/of 6 kan weggelaat en/of gewysig word deur die partye tot die ooreenoms.
2. 'n Leerkontrak mag nie van terugwerkende krag gemaak word nie.
3. Paragraaf 4 bevat 'n vrywaringsklousule en vereis inkomsteseëls bo en behalwe die inkomsteseël wat vir die Ooreenoms vereis word.”;

15. deur die byvoeging van die volgende Bylae na die Derde Bylae:

"VIERDE BYLAE

Klientebeleggingsopdrag

Ek, die ondergetekende,
 van
 magtig hierby en gee volmag aan (firma se naam)
 om die volgende beleggings as my verteenwoordiger en namens my, te maak—
 (Merk asb. die gepaste blokkies)

1. SOORT BELEGGINGS:

(a) Geldlening, en/of.....

☐

(b) Geldmark, en/of

☐

(c) Aandele en effekte op die JEB

☐

2. SOORT OPDRAG GEGEE:

(a) Na goeddunke.....

☐

(b) Volgens opdrag alleen

☐

Ja

Nee

3. MOET FIRMA ALLE SEKURITEITE HOU?

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

Alg

Spes

Geen

4. WORD ALGEMENE OF SPESIALE VOLMAG AANGEHEG?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

Nul

Maandeliks

Kwartaalliks

6-maandeliks

Jaarliks

5. VERSLAGDOENING

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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6. ALGEMEEN:

Enige ander instruksies

.....

GETEKEN TE op hierdie dag van 19.....

Kliënt

AANVAAR TE op hierdie dag van 19.....

Namens Firma";

16. deur die byvoeging van die volgende Bylae na die Vierde Bylae:

"VYFDE BYLAE

Verslag deur Onafhanklike Rekenmeester

Die Uitvoerende Beampte
Natale Wetsgenootskap

VERSLAG VAN 'N ONAFHANKLIKE REKENMEESTER KRAGTENS REËL 21A VAN DIE REËLS VAN DIE NATALE WETSGENOOTSKAP MET BETREKKING TOT (NAAM VAN FIRMA)

1. Ek/ons het sekere prosedures hieronder genoem uitgevoer op die rekeningkundige aantekeninge en boekhoustelsel wat deur bogenoemde firma gebruik word, vir die jaar geëindig..... 19..... Die firma se voldoening aan die bepalings van die Wet op Prokureurs, No. 53 van 1979 (die Wet), en die Reëls van u Wetsgenootskap, is die verantwoordelikheid van die enkel praktisyn/vennote/direkteure. Dit is my/ons verantwoordelikheid om ondergenoemde prosedures uit te voer en verslag te doen oor die uitslag daarvan. Hierdie verslag word uitsluitlik vir u eie gebruik en inligting uitgereik en moet slegs as sodanig deur u gebruik word.
2. Ek/ons het die rekeningkundige aantekeninge en trustrekeningtransaksies van die firma ondersoek (*op 'n toetsbasis), met spesifieke verwysing na die volgende bepalings van die Wet en die volgende Reëls van u Wetsgenootskap—
 - (a) subartikels (1), (2) (b), (2A), (3) en (4) van artikel 78 van die Wet, en
 - (b) reëls 20 (1) (c), 20 (3), 21 (1), 21 (2), 21 (3) (c), 21 (7) (a), 21 (7) (b) en 21 (9).
 Ek/ons doen verslag dat (*behalwe vir die voorbehoude uiteengesit in die lys wat hierdie verslag volg), die firma voldoen het aan bogenoemde bepalings van die Wet en Reëls van u Wetsgenootskap met betrekking tot die jaar geëindig op 19.....
3. Ek/ons het die boeke op 19..... inspekteer, synde die datum van my/ons laaste inspeksie, en doen verslag dat—
 - (a) die boeke bygehou is tot 19....., en
 - (b) die proefbalans laas gebalanseer is op 19.....
4. Ek/ons het die lys van trustsaldo's soos in die trustrekeninge in die grootboeke van die firma aangetoon, (*op 'n toetsbasis) vergelyk met die onderskeie grootboekerekeninge vir die jaar geëindig op 19..... en—
 - (a) op elkeen van hierdie datums het die firma aan die bepalings van reëls 21 (3) (a) en 21 (3) (b) voldoen;
 - (b) nadat ek/ons die firma se bankstate vir sodanige tydperk en elkeen van sodanige datums as wat ons in die lig van die omstandighede nodig geag het (synde minstens 'n week), nagegaan het, het dit nie geblyk dat enige verhandelbare dokumente wat in die trustbankrekening gedeponeer is, ontbeer is nie, behalwe in omstandighede wat ek/ons as bevredigend geag het.
5. Ek/ons het die volgende inligting uit die rekeningkundige aantekeninge van die firma bekom, en doen verslag dat gedurende die verslagtydperk, die bedrag wat die firma—
 - (a) van die vorige finansiële jaar oorgebring het met betrekking tot rente verdien op gelde gedeponeer kragtens artikel 78 (1) en gelde belê kragtens artikel 78 (2) van die Wet, R is;
 - (b) aan rente verdien het op gelde gedeponeer in trustbankrekeninge kragtens artikel 78 (1) en gelde belê in trustbeleggingsrekeninge kragtens artikel 78 (2) van die Wet, R is;
 - (c) afgetrek het met betrekking tot terugbetaalbare bankkoste, R is;
 - (d) aan die Getrouheidsfonds vir Prokureurs oorbetal het ingevolge artikel 78 (3) van die Wet, R is;
 - (e) na die volgende finansiële jaar oorgedra het met betrekking tot rente verdien op gelde gedeponeer kragtens artikel 78 (1) en gelde belê ingevolge artikel 78 (2) van die Wet, R is.
6. *Ek/ons is meegedeel dat 'n aparte boekhoustelsel vir bestorwe en insolvente boedels gebruik word, maar ek/ons het geen stukke of dokumente in verband daarmee nagegaan nie, behalwe beleggings gemaak deur die firma ingevolge artikel 78 (2A) van die Wet. (Indien geen ondersoek gedoen is nie, voeg in GEEN.)
7. Ek/ons sertifiseer dat na die beste van my/ons wete en geloof, het die firma/het die firma nie, gedurende die tydperk waarvoor verslag gedoen is, 'n beleggingspraktijk beoefen soos uiteengesit in reël 17 (1), (*en het voldoen aan die bepalings van reël 17).
8. By navraag is ek/ons meegedeel dat die volgende veranderinge in die samestelling van die firma plaasgevind het gedurende die verslagtydperk, naamlik—
.....
.....
.....
7. 'n Afskrif van hierdie verslag word vandag aan die firma gestuur.

Rekenmeester:

Datum:

Adres:

* Skrap indien nie van toepassing nie.

SKEDULE VAN VOORBEHOUDE

(As die spatie onvoldoende is, mag hierdie skedule voorgesit word in 'n skedule op die rekenmeester/s se briefhoof wat hierby aangeheg en deur die onafhanklike rekenmeester/s onderteken moet word.)

Firma se hoofpraktykoord (volledige straatadres):

.....

.....

Firma se takkantore is te (volledige straatadres van takkantore):

.....

.....

1. by the substitution for Rule 1 of the following Rule:

"1. Definitions

In these Rules, unless the context otherwise indicates or a contrary definition is set out hereunder, words or phrases have the meanings defined in the Act, and—

"accountant" means a person who is registered as an accountant and auditor in terms of the Public Accountants and Auditors Act, 1951, and who practises as a public accountant as defined in that Act;

"accounting records" means the records which a firm is required to keep in terms of Rule 20;

"Act" means the Attorneys Act (Act 53 of 1979);

"business account transactions" means transactions in regard to which records are required to be kept in terms of Rule 20;

"Council" means the Council of the Society;

"Complaints Committee" means a committee appointed in terms of section 67 (1) of the Act;

"enquiry" means a disciplinary enquiry held by the Council or a Complaints Committee;

"firm" means two or more members practising in partnership, a member practising for his own account or a professional company as defined in the Act;

"member" means a person who by virtue of section 57 of the Act is a member of the Society;

"partner" includes the shareholders of a professional company as defined in the Act;

"person" includes a firm and body corporate;

"President" and **"Vice-President"** means respectively the President and either Vice-President of the Society;

"Secretary" means the Secretary appointed in terms of Rule 11 and shall include any acting, deputy or assistant secretary;

"Society" means the Natal Law Society;

"subscription" means a subscription in terms of Rule 19;

"trust account transactions" means transactions in regard to which records are required to be kept in terms of Rule 21;

"trust banking account" means a banking account kept by an attorney in terms of section 78 of the Act;

"trust cash" means any cash held in trust by a firm other than in a trust banking account or a trust investment account;

"trust creditor" means a person on whose account money is held or received as contemplated by section 78 (1) or invested as contemplated by section 78 (2) or 78 (2A) of the Act;

"trust investment account" means and includes all accounts kept by a firm in terms of section 78 (2) or 78 (2A) of the Act;

"trust money" means money held or received on account of any person as contemplated by section 78 (1) or invested as contemplated by section 78 (2) or 78 (2A) of the Act;

"trust savings account" means a savings or interest bearing account kept by an Attorney in terms of section 78 of the Act;

"year" means the financial year of the Society";

2. in Rule 14 (b)—

(1) by the substitution for subparagraph (vi) of the following subparagraph:

"(vi) Doing or permitting in the carrying on of his practice anything which may reasonably be regarded as likely to attract business unfairly.", and

(2) by the addition of the following paragraph after paragraph (c):

"(d) A member may at his discretion publicise his practice, or permit another person to do so, provided that in publicising his practice he shall not do anything which in any manner compromises or impairs, or is likely to compromise or impair, any of the following:

- (i) His independence or integrity;
- (ii) the client's freedom to instruct an attorney of his choice;
- (iii) his duty to act in the best interest of the client;
- (iv) his good repute or that of the attorney's profession;
- (v) his proper standard of work."

3. in Rule 15 (n), by the substitution for the words "articled clerk" of the words "candidate attorney";

4. by the substitution for Rule 16 of the following Rule:

"16. Assessment of Fees

(a) It shall be competent for the Council or any committee appointed by the Council for that purpose, at the request of any person or member, to assess the fees and disbursements payable by such person to a member in respect of the performance of any work other than litigious work by a member in his capacity as such: Provided that the Council or the committee shall not assess fees and disbursements in instances where a state official is empowered to do so or where the work concerned is already covered by a statutory tariff.

(b) With a view to affording the member reasonable and adequate remuneration for the services rendered by him, the Council or the committee as the case may be, shall, on every assessment, allow all such fees and disbursements as appear to it to have been reasonable for the performance of the work concerned, and in so doing shall take cognisance of the following:

- (i) The amount and importance of the work done;
- (ii) the complexity of the matter or the difficulty or novelty of the work or the questions raised;
- (iii) the skill, labour, specialised knowledge and responsibility involved on the part of the member;
- (iv) the number and importance of the documents prepared or perused without necessarily having regard to length;
- (v) the place where and circumstances in which the services or any part thereof were rendered;
- (vi) the time expended by the member;
- (vii) where money or property is involved, its amount or value;
- (viii) the importance of the matter to the client;
- (ix) the quality of the work done;
- (x) the experience or seniority of the member;
- (xi) any tariff of fees approved by the Society for the sole purpose of serving as a guide to a member;
- (xii) any tariff of fees prescribed by the Council in accordance with the provisions of section 69 (d) of the Act; and

whether the fees and disbursements have been incurred or increased through overcaution, negligence or mistake on the part of the member.

(c) At the assessment of any member's fees and disbursements, the Council or the committee, as the case may be, may call for the production of such books, documents, papers, or accounts as in its opinion are necessary to enable it properly to determine any matter arising upon such assessment.

- (d) The Council or the committee, as the case may be, shall not proceed to the assessment of the fees and disbursements unless the Secretary of the Society has duly given notice by prepaid registered post to both the member and the person liable to pay the fees, stating the time and place of such assessment and recording that he is entitled to be present and represented thereat, but such notice shall not be necessary if both the member and such person have consented in writing to the assessment in their absence. At the assessment the Council or the committee, as the case may be, shall permit the member and such person to submit their representations and arguments either orally or in writing. After receiving such representations and arguments, the Council or the committee, as the case may be, shall be entitled to reserve its decision. As soon as the Council or the committee, as the case may be, has arrived at its decision, it shall deliver to both the member and such person either by hand or prepaid registered post, a copy of the fee list submitted for assessment, duly endorsed with the allocatur of the Council or the committee, as the case may be, under the hand of the Secretary of the Society. Subject to the provisions of section 74 (5) of the Act the fees and disbursements determined in terms of the allocatur shall be deemed to be the reasonable fees and disbursements payable to the member for the services rendered.
- (e) The Council or the committee, as the case may be, shall be entitled in its discretion at any time, to depart from any of the provisions of subrule (b) above, in extraordinary or exceptional cases, where strict adherence to such provisions would be inequitable.”;

5. by the insertion after Rule 16 of the following Rule:

“17. Investment practices

- (1) (a) A firm shall for the purpose of this Rule be deemed to be carrying on the business of an investment practice if it invests funds on behalf of a client or clients or if it controls or manages, whether directly or indirectly, such investment by the collection of interest or capital redemption payments on behalf of investing clients.
- (b) This Rule shall not apply to—
- (i) investments made pursuant to section 78 (2A) of the Act;
 - (ii) any other investment of a temporary nature that is made in the course of and is incidental to a conveyancing or other matter, including litigation, to which the investing client is a party, or
 - (iii) investments made by members in their capacities as executors, trustees, curators or in any similar capacities in so far as such investments are governed by any other statutory enactment or regulation.
- (2) A member carrying on an investment practice is required to obtain a certificate from his accountant who will be required to report to the Society in terms of Rule 21A to the effect that the member has complied with this Rule.
- (3) A member carrying on an investment practice shall obtain an investment mandate from each client before investing funds for that client. The form of the investment mandate should be substantially in accordance with the form referred to in the Fourth Schedule to these Rules.
- (4) Every member carrying on an investment practice shall, not later than six months after the financial year end of such member's firm, supply each client with a schedule reflecting all relevant details of such client's investments. Such report shall also be made available at any other time upon the reasonable request of a client.
- (5) (a) Every member carrying on an investment practice shall, in addition to his normal accounting records, also keep a separate trust account record in respect of each client, which account shall reflect—
- (i) payments of all monies entrusted to him from time to time by the client for investment pursuant to the mandate granted by the client in terms of subrule (3);
 - (ii) payments of all monies invested by him on the client's behalf;
 - (iii) payments of all amounts, both capital and income, derived from investments and received for the client's account;
 - (iv) all payments made by him to the client in respect of the client's investments, and
 - (v) all charges paid to the member in respect of services rendered by him to the client pursuant to the client's mandate in terms of subrule (3).

- (b) The accounting records and other supporting documents referred to in paragraph (a) shall be retained by the member in such manner as to enable him to furnish each client upon request with all current details of the client's investments as recorded in paragraph (a). Such accounting records, other supporting documents and systems shall be maintained in sufficient detail and be cross-referenced to the trust account records retained in respect of each client, in such a way as to provide an adequate and appropriate audit trail which will enable a particular transaction to be identified at any time and traced through the accounting records to the client. The system shall collect the information in an orderly manner and the accounting records and other supporting documents shall be properly arranged, filed and indexed so that any particular record can be promptly accessed. Where accounting records are maintained by means other than on paper, adequate facilities shall exist for such records to be reproduced in printed form.
- (c) All accounting records required to be retained in terms of this subrule and copies of all reports despatched in terms of subrule (4) shall be retained for at least five years, unless there is statutory provision to the contrary, from the date of the last entry recorded in each particular book or other document of record and shall be held at the same office as the member's other accounting records.
- (6) (a) No member may syndicate deposits or other money market investments in any manner other than by accepting funds as agent for each participating client and placing such funds with a deposit-taking institution on the money market. The deposit-taking institution shall acknowledge receipt of each deposit or money market investment and such written receipts shall be retained by the member as part of his accounting records.
- (b) All monies received by a member for investment with a deposit-taking institution shall be paid to such institution as soon as is reasonably possible after receipt by the member, having regard to matters such as whether a payment by cheque has to be cleared with the issuing banker.
- (c) For the purpose of this rule "deposit-taking institution" shall mean any bank or building society registered in terms of the Deposit-Taking Institutions Act, No. 94 of 1990.
- (7) A member may not invest on behalf of a client—
- (a) in shares or debentures in any company which is not listed on the Johannesburg Stock Exchange, unless it is a subsidiary of a listed company;
- (b) in money market type investments, other than in the client's name in an institution as defined in subrule 6 (c), or
- (c) in loans in respect of which, in the member's opinion, there is no adequate security; unless the client's written authorization for such investment has first been obtained.
- (8) (a) Notwithstanding the terms of this Rule, a member who has an existing investment practice, at the date of commencement of this Rule, shall—
- (i) not accept new funds for investment without complying with subrules (3), (5), (6) and (7);
- (ii) in respect of all existing investments, secure compliance with subrules (3), (5), (6) and (7) within six months of the date of this Rule;
- (iii) not be required to commence compliance with subrule (5) until the end of February of the calendar year following the year in which the period of grace stipulated in subparagraph (ii) expires;
- (iv) not be required to lodge his first annual accountant's report in terms of subrule (2) until the expiry of three months after the end of the financial period in which the period of grace stipulated in subparagraph (ii) expires.
- (b) Any member who, as part of his investment practice, already holds or manages an investment which does not comply with subrule (7), shall not later than six months after the commencement of this Rule either obtain the client's written consent for such investment or relinquish the management of such investment.
- (9) Failure to comply with the provisions of this Rule may constitute unprofessional conduct on the part of the member, his partners or directors.”;

6. in Rule 18, by the addition after paragraph (e) of the following paragraph:

- “(f) No allowance shall be given on fees by any member who is instructed by another member save in the event of a specific agreement with that member to the contrary.”;

7. in Rule 19, by the substitution for paragraph (a) of the following paragraph:

“(a) There shall be an annual subscription payable to the Society by each member which shall be fixed by members at an Annual General Meeting on the recommendation of the Council for each year and shall be payable not later than 31 December in each year and the Council may differentiate among members belonging to different categories determined by it for the purpose of fixing subscriptions.”;

8. by the substitution for Rule 20 of the following Rule:

“20. Accounting requirements: General

- (1) A firm shall keep in an official language of the Republic such accounting records as are necessary fairly to present in accordance with generally accepted accounting practice the state of affairs and business of the firm and to explain the transactions and financial position of the firm including, without derogating from the generality of this rule—
 - (a) records showing its assets and liabilities;
 - (b) records containing entries from day to day of all monies received and paid by it on its own account;
 - (c) records containing particulars and information of all monies received, held and paid by it for and on account of any person as well as of all monies invested by it in terms of section 78 (2) or 78 (2A) of the Act and of any interest referred to in section 78 (3) of the Act which is paid over or credited to it, as well as any interest credited to or on any separate trust savings or other interestbearing account referred to in section 78 (2A).
- (2) In determining what is meant by “generally accepted accounting practice” regard shall be had, *inter alia*, to any Rulings of the Council published to members.
- (3) The accounting records shall distinguish in readily discernible form between business account transactions and trust account transactions.
- (4) A firm shall retain its accounting records—
 - (a) for at least five years from the date of the last entry recorded in each particular book or other document of record;
 - (b) save with the prior written consent of the Council, or when removed therefrom under other lawful authority, at no place other than its main office or a branch office, but, in the latter case, only in so far as they relate to any part of its practice conducted at that branch office.
- (5) A firm shall regularly and promptly update its accounting records and shall be deemed not to have complied with this Rule, *inter alia*, if its accounting records have not been written up for more than 1 month and have not been balanced within two months after each date on which the trust creditors' lists referred to in Rule 21 (7) are to be extracted.
- (6)
 - (a) Trust money shall in no circumstances be deposited in or credited to a business banking account, while money other than trust money at any time found in a trust banking account shall be transferred to a business banking account without undue delay; provided that a firm which—
 - (i) makes transfers from its trust banking account to its business banking account at least once a month, and
 - (ii) ensures that each such transfer covers the total amount due to it as at a date not earlier than one week prior to the date of transfer,shall be deemed to have complied sufficiently with this Rule.
 - (b) When making a transfer from its trust banking account to its business banking account, a firm shall ensure that—
 - (i) the amount transferred is identifiable with and does not exceed the amount due to it, and
 - (ii) the balance of any amount due to it remaining in its trust banking account is capable of identification with corresponding entries appearing in its trust ledger.
- (7) Every firm shall within a reasonable time after the performance or earlier termination of any mandate account to its client in writing; each account shall contain—
 - (a) details of all amounts received by it in connection with the matter concerned appropriately explained;

- (b) particulars of all disbursements and other payments made by it in connection with the matter;
 - (c) fees and other charges charged to or raised against the client and, where any fee represents an agreed fee, a statement that such fee was charged and the amount so agreed;
 - (d) the amount due to or by the client,
- and the firm shall retain a copy of each such account for not less than five years.
- (8) A firm, unless otherwise instructed, shall pay any amount due to a client within a reasonable time.”;
9. by the substitution for Rule 21 of the following Rule:
- “21. Accounting requirements: Trust account transactions**
- (1) A firm shall promptly on the date of its receipt, or the first banking day following its receipt on which it might reasonably be expected that it would be banked, deposit in its trust banking account all money received by it on account of any person.
 - (2) Any amount withdrawn by a firm from a trust investment account shall promptly be deposited by it in its trust banking account.
 - (3) A firm shall—
 - (a) ensure that the total amount of money in its trust banking account, trust investment account and held as trust cash at any date shall not be less than the total amount of the credit balances of the trust creditors shown in its accounting records;
 - (b) ensure that no account of any trust creditor is in debit;
 - (c) employ and maintain a system to ensure that the requirements of paragraphs (a) and (b) are not infringed when amounts are transferred from its trust banking account to its business banking account.
 - (4) A firm shall ensure that amounts received in advance to cover a prospective liability for services rendered or to be rendered or disbursements, including counsel's fees, to be made, are deposited forthwith to the credit of its trust banking account.
 - (5) A firm shall ensure that withdrawals from its trust banking account are made only—
 - (a) to or for a trust creditor;
 - (b) as transfers to its business banking account, provided that such transfers shall be made only in respect of money claimed to be due to the firm.
 - (6) A firm shall ensure that—
 - (a) any cheque drawn on its trust banking account shall be made payable to or to the order of a payee specifically designated;
 - (b) no transfer from its trust banking account to its business banking account is made in respect of any disbursement, including counsel's fees, or fees of the firm until—
 - (i) the disbursement has actually been made by the firm;
 - (ii) the fee has been correctly debited in its accounting records.
 - (7) (a) Every firm shall extract at intervals of not more than three calendar months in a clearly legible manner a list of amounts then standing to the credit of any person, who shall be identified therein by name, in respect of all money held or received by it on account of such persons and shall total such list and compare the said total with the total of the balance standing to the credit of the firm's trust banking account, trust investment account and amounts held by it as trust cash, in order to ensure compliance with subrule (3).
 - (b) The balance listed in respect of each such account shall also be noted in some permanent, prominent and clear manner in the ledger account from which that balance was extracted.
 - (c) Each such list shall be part of the accounting records of the firm to be retained for the 5-year period referred to in Rule 20 (4) (a).
 - (8) Every firm shall—
 - (a) immediately notify the Secretary in writing of the name and address of the bank or banks at which are kept its trust banking account or accounts and shall thereafter notify the Secretary immediately of any change in the name and address of such bank or banks;

- (b) whenever so required by the Council, furnish to the Council within 10 days, or such longer period as the Council may stipulate, a signed statement issued by the bank or banks with which it keeps its trust banking account or accounts and a signed statement issued by the financial institution with which the firm keeps any trust investment account, certifying the amount of the balance of such trust banking account or accounts or trust investment account at such date or dates as may be specified by the Council.
- (9) A member who invests funds on behalf of any person without that person's prior written specific or general instructions shall—
 - (a) not invest such funds otherwise than in a trust savings or other interest-bearing account with a banking institution or building society;
 - (b) obtain that person's written confirmation of the investment as soon as is reasonably possible or notify him forthwith thereof in writing, and
 - (c) forthwith cause the relative trust savings or other interest-bearing account to be endorsed on terms of section 78 (2A) of the Act.”;

10. by the insertion after Rule 21 of the following Rule:

“21A. Report by accountants

- (1) A firm shall at its expense once in each calendar year or at such other times as the Council may require, appoint an accountant approved by the Council to act on behalf of and as the representative of the fund to discharged the duties assigned to him in terms of subrule (4).
- (2) A firm shall allow an accountant appointed under subrule (1) access to such of its records as he may deem it necessary to examine for the purposes of discharging his duties under subrule (4) and shall furnish the accountant with any authority which may be required to enable him to obtain such information, certificates or other evidence as he may reasonably require for such purposes.
- (3) A firm shall ensure that the report to be furnished by an accountant in terms of subrule (4) is so furnished within or at the required time; provided that the Council may in its discretion and on such conditions as it may stipulate, on written application by a firm relating to a particular report, condone a failure by that firm to comply with this requirement.
- (4) Every accountant who has accepted an appointment in terms of subrule (1) shall—
 - (a) within six months of the annual closing of the accounting records of the firm concerned, or at such other times as the Council may require, furnish the Council with a report which shall be in the form set out in the Fifth Schedule to these Rules;
 - (b) without delay report in writing directly to the Council if, at any time during the discharge of his functions and duties under this Rule—
 - (i) it comes to his notice that at any date the total of the balances shown on trust accounts in the accounting records of the firm exceeded the total amount of the funds in its trust banking account, its trust investment account and its trust cash;
 - (ii) any material queries regarding its accounting records which he has raised with the firm have not been dealt with to his satisfaction;
 - (iii) any reasonable request made by him for access to its records or for any authority referred to in subrule (2) has not been met to his satisfaction.
- (5) A copy of the report in the prescribed form required under subrule (4) (a) and any report made in terms of subrule (4) (b) shall be sent by the accountant to the firm concerned.
- (6) The form as prescribed under subrule (4) shall be obtained only from the Secretary who shall issue it on request to any firm or to any accountant appointed in terms of this Rule.
- (7) In any case where the Council is satisfied that it is not practicable to obtain the services of an accountant for the issuing of a report as prescribed under subrule (4), it may in lieu thereof accept as compliance with the requirements of subrule (4) such other evidence as it may deem sufficient.”;

11. in Rule 22, by the substitution in the heading and in paragraph (d) for the words “Articled Clerks” of the words “Candidate Attorneys”;

12. by the substitution for Rule 23 of the following Rule:

"23. Changes in firms and branch offices

(1) It shall be the duty of every member —

- (a) within 30 days of becoming a member to lodge with the Secretary a statement of his full names and the address at which he practises, and in the case of those members who practise as shareholders of a professional company, the address at which the professional company practises;
- (b) who is a shareholder of a professional company to ensure that there is lodged with the Secretary a statement of the company's name, the number and date of its incorporation, the address of its registered office, the address at which it practises and the full names of its shareholders within 30 days of the date upon which the company commences to practise in Natal or undergoes any change in shareholding;
- (c) of a firm which changes the address of the place at which it practises, within 30 days of such change, individually or collectively with his partners or co-shareholders to notify the Secretary of the firm's new address;
- (d) who practises in any existing practice, partnership or professional company in which any change of professional personnel takes place, or who commences practice on his own account, to notify the Secretary forthwith in writing of full details of the change or changes which have taken place and to furnish such additional particulars in this regard as the Secretary may require of any such member.

- (2) (a) The Secretary shall in the event of any change occurring as contemplated in Rule 23 (1) (d) be entitled to call upon any member involved in such change whether practising for his own account, or in partnership, or as a shareholder in a professional company, to state in writing what arrangements have been made in relation to any monies held or to be held by the member practising for his own account, or by the partnership in which the member practises, or by the professional company in which the member is a shareholder, on account of any person in terms of section 78 of the Act, and shall further be entitled to call upon such member to provide the Council with a list of trust creditors.
- (b) The Secretary shall further be entitled to call upon any member, or the lawful executor or representative of any member, to furnish a certificate by an accountant approved by the Council in relation to any matter or thing in connection with the protection of any monies held or to be held or received by any member on account of any person in terms of section 78 of the Act.
- (3) (a) A member may open one or more branch offices within the Province of Natal after he has informed the Secretary in writing prior to opening his branch office of the following:
 - (i) His intention to open a branch office and the proposed physical address, postal address and telephone number of such branch office;
 - (ii) whether he will open a separate trust account and keep separate accounting records for his branch office, and
 - (iii) the name or names of the practitioner or practitioners who will be supervising the branch office, and the hours that it will be open to the public.
- (b) A member who practises from more than one physical address shall indicate on his letterheads the address of his main office and all branch offices, and all letters shall indicate from which address they emanate.
- (c) A branch office may remain open only while it is under the direct and personal supervision of a practitioner.
- (d) In the event that a member's branch office has a separate trust banking account, the member is obliged to lodge a separate certificate for the branch office in terms of Rule 21A of these Rules."

13. by the substitution for the Second Schedule of the following Schedule:

"SECOND SCHEDULE

The Natal Law Society

Nomination of Council Member

Nomination:

I (full name of proposer), a member of the Natal Law Society,
and I (Full name of seconder) a member of the Natal Law
Society, hereby nominate (full name of nominee) as a member
of the Council for
(state Durban, Pietermaritzburg of Country Districts) and whose further particulars are as follows:

1. Name of nominee's firm
2. Town or city in which nominee practises
3. Number of years that nominee has practised as an attorney
4. Number of years that nominee has served on.....
 - (a) Natal Law Society Council:..... years from..... to.....
 - (b) Legal Circle Committee:..... years from..... to.....

.....
Date

.....
Proposer's signature

.....
Date

.....
Secunder's signature

Acceptance:

I (Full name of nominee), hereby
accept nomination as a member of the Natal Law Society Council and declaration that—

- (a) in terms of Rule 6 (b) of the Natal Law Society Rules, I am not disqualified from being nominated, and
- (b) I am a member of the Natal Law Society practising as an attorney in the area for which I have been nominated.

.....
Date

.....
Nominee's signature";

14. by the substitution for the Third Schedule of the following Schedule:

"THIRD SCHEDULE

Articles of Clerkship

Between.....
a duly admitted Attorney practising under the name and style of.....
..... at
(hereinafter referred to as the Principal), and
(hereinafter referred to as the Candidate Attorney), a major (minor, assisted herein by his/her guardian).

It is agreed that:

1. The duration of this agreement shall be a period of years commencing on the
..... day of 19....., and terminating on the
day of 19....., provided that, should the Candidate
Attorney become entitled to be admitted as an Attorney prior to the date of termination, this agreement shall forthwith
terminate upon such admission.
2. The commencing monthly salary shall be the sum of R..... which shall be
payable in arrear not later than the last day of each calendar month.
3. The Candidate Attorney hereby undertakes and agrees that he/she shall—
 - (a) diligently, honestly, properly and confidentially serve his/her Principal in his/her profession as an Attorney;
 - (b) promptly execute all lawful instructions given to him/her by his/her Principal, any of his/her partners or any
other person placed in authority over him/her by his/her Principal;
 - (c) ensure that he/she does not absent himself/herself from his/her employment by his/her Principal without
his/her Principal's prior consent;
 - (d) conform with the reasonable requirements of his/her Principal with regard to dress, behaviour and propriety,
and do all things in his/her power to ensure that he/she obtains during the course of this agreement, such
qualifications as shall entitle him/her to admission as an Attorney;
 - (e) keep a diary or other written record of the training which he/she received under articles and until such time as
he/she is admitted as an attorney hold such diary or other record available for inspection by his/her principal,
the Council of the Natal Law Society or by the examiners responsible for conducting the Candidate Attorneys'
practical examinations in terms of section 14 of the Attorney's Act, 1979;

- (f) not engage in any business other than that of Candidate Attorney without the written consent of his/her Principal and the Council of the Natal Law Society;
- (g) at no time divulge any secrets of his/her Principal or his/her clients, nor discuss their affairs with any third party without their specific knowledge and consent, and that he/she will not damage, do away with or deface any records, books, documents or assets of his/her Principal or his/her clients.
4. The Candidate Attorney hereby indemnifies his/her Principal and/or partners and, in the case of a professional company, the directors and holds them harmless against any claims which may arise against him/her or them from any act, omission or default on the part of the Candidate Attorney acting in the course and scope of his/her employment under this agreement.
5. The Principal hereby undertakes and agrees that he/she shall—
- (1) use his/her best endeavours to ensure that the Candidate Attorney is properly and fully instructed in the practice, ethics and understanding of the profession of an attorney and provide the Candidate Attorney with opportunities for gaining practical experience in—
 - (a) the preparation of legal opinions and briefs for Counsel;
 - (b) interviews with clients and witnesses and the drafting of witnesses' statements;
 - (c) the identification and application of appropriate legal principles to facts;
 - (d) advocacy (the arguing of elementary cases before courts and tribunals and the effective presentation of certain legal arguments);
 - (e) negotiations and the settlement of disputes;
 - (f) the drafting of letters, contracts, wills and pleadings;
 - (g) the keeping of proper accounting records and the handling of trust money;
 - (h) routine office administration, including the proper handling of files and documents;
 - (i) the preparation of statements of account for clients and bills of cost for taxation;
 - (2) use his/her best efforts to procure the admission of the Candidate Attorney as an Attorney; provided that the Candidate Attorney has served his/her period of articles properly and is in his/her Principal's opinion a fit and proper person for admission as an Attorney;
 - (3) in the event of his/her ceasing to practise as an Attorney, sign all documents and do all acts or things necessary to enable the Candidate Attorney, should he/she desire, to cede these Articles to some other suitable Attorney, and use his/her best endeavours to ensure that such other suitable Attorney will accept such cession.
6. Should the Candidate Attorney—
- (a) not serve his/her period of articles properly in terms of this Agreement;
 - (b) commit a breach of any of the terms and conditions of this Agreement, or
 - (c) be guilty of any misconduct,
- the Principal shall be entitled to cancel this Agreement and dismiss the Candidate Attorney from his/her employment.

Signed by the Principal at this day of 19....

AS WITNESSES:

1.

2.

Principal

Signed by the Candidate Attorney at this day of 19....

AS WITNESSES:

1.

2.

Candidate Attorney

Duly assisted by me in my capacity as his/her lawful guardian.

Guardian

Note:

3. Clauses 4 and/or 6 may be omitted and/or amended by the parties to the Agreement.
2. Articles of Clerkship may not be backdated.
3. Clause 4 contains an indemnity clause requiring revenue stamps in addition to the revenue stamp required for the Agreement.”;

15. by the addition of the following Schedule after the Third Schedule:

"FOURTH SCHEDULE

Client Investment Mandate

I, the undersigned,
 of
 hereby authorise and empower (firm's name)
 to make the following investments as my agent and on my behalf—
 (Tick the appropriate boxes)

1. TYPE OF INVESTMENTS:

- (a) Money lending, and/or ☐
- (b) Money market, and/or ☐
- (c) Stocks and shares on JSE ☐

2. TYPE OF MANDATE GIVEN:

- (a) Discretionary ☐
- (b) Non-discretionary ☐

Yes No

3. IS FIRM TO KEEP ALL SECURITIES?

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

4. IS GENERAL OR SPECIAL POWER OF ATTORNEY ATTACHED?

Gen Spec None

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

5. REPORTING.....

Nil	Monthly	Quarterly	6-monthly	Annually
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. GENERAL:

Any other instructions

SIGNED AT on this day of 19.....

Client

ACCEPTED AT on this day of 19.....

On behalf of firm";

16. by the addition of the following Schedule after the Fourth Schedule:

"FIFTH SCHEDULE

Report by Independent Accountant

The Executive Officer
Natal Law Society

REPORT OF AN INDEPENDENT ACCOUNTANT IN TERMS OF RULE 21A OF THE RULES OF THE NATAL LAW SOCIETY IN RESPECT OF (NAME OF FIRM).....

1. I/We have performed certain procedures described below on the accounting records and system of bookkeeping employed by the above firm for the year ended on
19..... The firm's compliance with the provisions of the Attorneys Act, No. 53 of 1979 (the Act), and the Rules of your Law Society is the responsibility of the sole practitioner/partners/directors. It is may/our responsibility to carry out the procedures described below and to report on the results thereof. This report is furnished solely for your own use and information and should be used by you solely for that purpose.
2. I/We examined (*on a test basis), the trust accounting records and trust accountant transactions of the firm with specific reference to the following provisions of the Act and the following Rules of your Society—
(a) Subsections (1), (2) (b), (2A), (3) and (4) of section 78 of the Act;
(b) Rules 20 (1) (c), 20 (3), 21 (1), 21 (2), 21 (3) (c), 21 (7) (a), 21 (7) (b) and 21 (9).
I/We report that (*Except for the qualification/s set out in the schedule following this report) the firm complied with the above-mentioned provisions of the Act and the Rules of your Society in respect of the year ended on19.....
3. I/We have inspected the books on 19..... being the date of my/our last inspection, and report that—
(a) the books have been written up to 19....., and
(b) the trial balance was last balanced at 19.....
4. I/We have compared (*on a test basis) the list of trust balances shown on the trust accounts in the ledgers of the firm with the respective ledger accounts as the year end and on 19..... and—
(a) on each of such dates the firm was in compliance with the provisions of Rules 21 (3) (a) and 21 (3) (b);
(b) after examining the bank statements of the firm for such period as I/we deemed it necessary (being not less than one week) in the light of the circumstances following each of such dates we report that where negotiable instruments which had been deposited in the trust banking account and which had not been met, the circumstances were considered satisfactory.
5. I/We have extracted the following information from the accounting records of the firm and report that the amount during the period under review which the firm—
(a) has brought forward in respect of interest earned on monies deposited in terms of section 78 (1) and monies invested in terms of section 78 (2) of the Act from the previous financial year is: R.....;
(b) has earned on monies deposited in trust banking accounts in terms of section 78 (1) and monies invested in trust investment accounts in terms of section 78 (2) of the Act is: R.....;
(c) has deducted in respect of refundable bank charges is: R.....;
(d) has paid over to the Attorneys Fidelity Fund in terms of section 78 (3) of the Act is: R.....; and
(e) has carried over in respect of interest earned on monies deposited in terms of section 78 (1) and monies invested in terms of section 78 (2) of the Act to the next financial year is: R.....
6. *I/We have been informed that a separate system of accounting for deceased and insolvent estates and trusts is maintained, but have not examined any records or documents relating thereto other than investments made by the firm in terms of section 78 (2A) of the Act. (If no examination made, state NIL.)
7. I/We certify that to the best of my/our knowledge and belief the firm has/has not, during the period reported on, carried on an investment practice as defined in Rule 17 (1), (*and has complied with the provisions of Rule 17).
8. *On enquiry made I was/we were informed that the following changes in the composition of the firm occurred during the period covered by this report, namely—
.....
.....
.....
9. A copy of this report is today being sent to the firm.

Accountant:

Date:

Address:

* Delete if not applicable.

SCHEDULE OF QUALIFICATIONS

(If space is insufficient, this schedule may be continued in a schedule on the accountant/s letterhead to be attached and signed by the independent accountant/s.)

Firm's principal place of practice (full street address):

.....

.....

Firm's branch offices are at (full street addresses of branch offices):

.....

.....

BELANGRIKE AANKONDIGING**Sluitingstye**

- (1) AANSOEKE OM DRANKLISENSIES
- (2) AANSOEKE OM VERPLASINGS VAN LISENSIES

Hiermee word bekendgemaak dat kennisgewings vir aanname die Vrydag, twee kalenderweke voor datum van publikasie, ingedien moet word.

Die sluitingstyd is stiptelik 15:00 op die volgende dae:

- ▷ **19 Desember 1991**, vir die uitgawe van Vrydag 3 Januarie 1992.
- ▷ **24 Januarie 1992**, vir die uitgawe van Vrydag 7 Februarie 1992.
- ▷ **21 Februarie 1992**, vir die uitgawe van Vrydag 6 Maart 1992.
- ▷ **20 Maart 1992**, vir die uitgawe van Vrydag 3 April 1992.
- ▷ **23 April 1992**, vir die uitgawe van Vrydag 8 Mei 1992.
- ▷ **21 Mei 1992**, vir die uitgawe van Vrydag 5 Junie 1992.

L.W.: Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word.

Gegewens word presies weergegee soos verstrek op Vorm 2 en Vorm 28 van voornemende aansoeker.

IMPORTANT ANNOUNCEMENT**Closing Times**

- (1) APPLICATIONS FOR LIQUOR LICENCES
- (2) APPLICATIONS FOR REMOVAL OF LICENCES

Notice is hereby given that notices are to be submitted for acceptance on the Friday, two calendar weeks before date of publication.

The closing time is 15:00 sharp on the following days:

- ▷ **19 December 1991**, for the issue of Friday 3 January 1992.
- ▷ **24 January 1992**, for the issue of Friday 7 February 1992.
- ▷ **21 February 1992**, for the issue of Friday 6 March 1992.
- ▷ **20 March 1992**, for the issue of Friday 3 April 1992.
- ▷ **23 April 1992**, for the issue of Friday 8 May 1992.
- ▷ **21 May 1992**, for the issue of Friday 5 June 1992.

Note: Late notices will be placed in the subsequent issue.

Information will be reflected exactly as furnished on Form 2 and Form 28 of prospective applicant.

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1991 tot 30 September 1992 word Afrikaans EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*



IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1991 to 30 September 1992, Afrikaans is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*

BELANGRIKE AANKONDIGING

Sluitingstye VOOR VAKANSIEDAE vir

WETLIKE KENNISGEWINGS
GOEWERMENTSKENNISGEWINGS **1992**

Die sluitingstyd is stiptelik 15:00 op die volgende dae:

- ▶ **2 April**, Donderdag, vir die uitgawe van Vrydag **10 April**
- ▶ **9 April**, Donderdag, vir die uitgawe van Donderdag **16 April**
- ▶ **15 April**, Woensdag, vir die uitgawe van Vrydag **24 April**
- ▶ **23 April**, Donderdag, vir die uitgawe van Donderdag **30 April**
- ▶ **21 Mei**, Donderdag, vir die uitgawe van Vrydag **29 Mei**
- ▶ **10 Desember**, Donderdag, vir die uitgawe van Vrydag **18 Desember**
- ▶ **17 Desember**, Donderdag, vir die uitgawe van Donderdag **24 Desember**
- ▶ **22 Desember**, Dinsdag, vir die uitgawe van Donderdag **31 Desember**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word

Wanneer 'n APARTE Staatskoerant verlang word moet die kopie drie kalenderweke voor publikasie ingedien word

IMPORTANT ANNOUNCEMENT

Closing times PRIOR TO PUBLIC HOLIDAYS for

LEGAL NOTICES
GOVERNMENT NOTICES **1992**

The closing time is 15:00 sharp on the following days:

- ▶ **2 April**, Thursday, for the issue of Friday **10 April**
- ▶ **9 April**, Thursday, for the issue of Thursday **16 April**
- ▶ **15 April**, Wednesday, for the issue of Friday **24 April**
- ▶ **23 April**, Thursday, for the issue of Thursday **30 April**
- ▶ **21 May**, Thursday, for the issue of Friday **29 May**
- ▶ **10 December**, Thursday, for the issue of Friday **18 December**
- ▶ **17 December**, Thursday, for the issue of Thursday **24 December**
- ▶ **22 December**, Tuesday, for the issue of Thursday **31 December**

Late notices will be published in the subsequent issue. If, under special circumstances, a late notice is being accepted, a double tariff will be charged

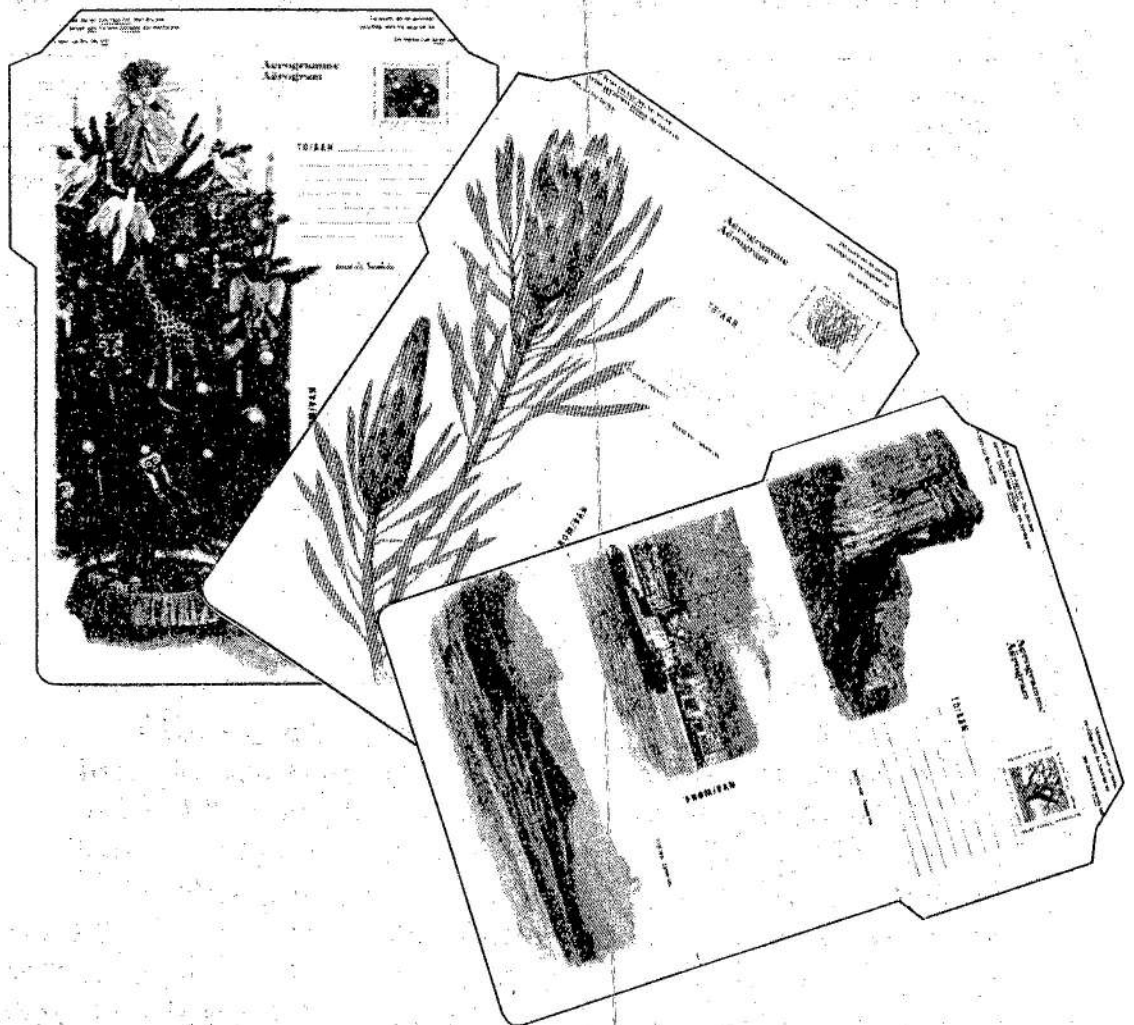
The copy for a SEPARATE Government Gazette must be handed in not later than three calendar weeks before date of publication

FILATELIEDIENSTE EN INTERSAPA PHILATELIC SERVICES AND INTERSAPA

HANTEER ALLE FILATELIESE ITEMS VAN DIE RSA
AMPTELIKE AGENT VIR NAMIBIË, TRANSKEI,
BOPHUTHATSWANA, VENDA EN CISKEI
SEËLS, GEDENKKOEVERTE, MAKSIMUMKAARTE
EN GEMONTEERDE STELLE
(JAARPAKKE)

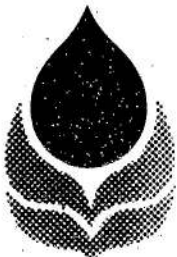
HANDLES ALL RSA PHILATELIC ITEMS
OFFICIAL AGENT FOR NAMIBIA, TRANSKEI,
BOPHUTHATSWANA, VENDA AND CISKEI
STAMPS, COMMEMORATIVE ENVELOPES,
MAXIMUM CARDS AND MOUNTED SETS
(YEAR PACKS)

NUWE AËROGRAMME - NEW AEROGRAMS
VANAF 1 OKTOBER 1991 - AS FROM 1 OCTOBER 1991




PRIVAATSAK / PRIVATE BAG X505, PRETORIA, 0001
TEL.: (012) 311-3470/71.
FAKSNR./ FAX NO. (012) 286025

Werk mooi daarmee

Ons leef  daarvan

water is kosbaar

Use it

Don't abuse  it

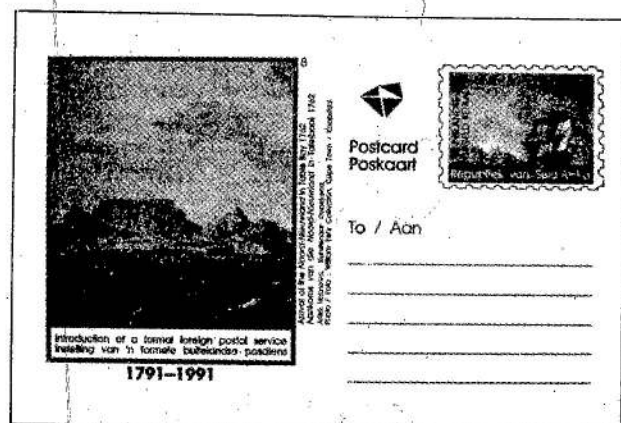
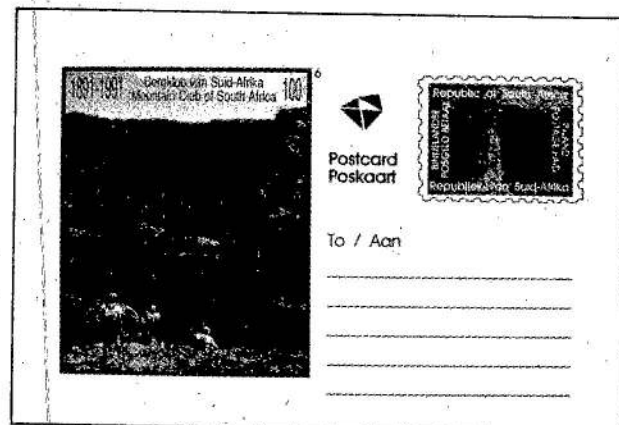
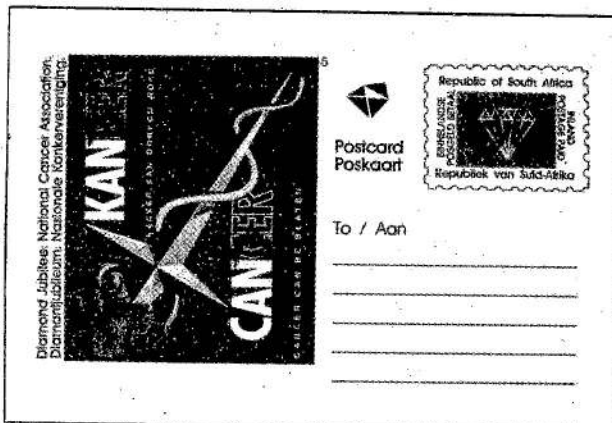
water is for everybody

FILATELIEDIENSTE EN INTERSAPA PHILATELIC SERVICES AND INTERSAPA

HANTEER ALLE FILATELIESE ITEMS VAN DIE RSA
AMPTELIKE AGENT VIR NAMIBIË, TRANSKEI,
BOPHUTHATSWANA, VENDA EN CISCHEI
SEËLS, GEDENKKOEVERTE, MAKSIMUMKAARTE
EN GEMONTEERDE STELLE
(JAARPAKKE)

HANDLES ALL RSA PHILATELIC ITEMS
Official AGENT for NAMIBIA, TRANSKEI,
BOPHUTHATSWANA, VENDA AND CISCHEI
STAMPS, COMMEMORATIVE ENVELOPES,
MAXIMUM CARDS AND MOUNTED SETS
(YEAR PACKS)

NUWE POSKAARTE - NEW POSTCARDS
VANAF 1 OKTOBER 1991 - AS FROM 1 OCTOBER 1991



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INHOUD

No.	Bladsy No.	Koerant No.
NATALSE WETSGENOOTSKAP		
Wet op Prokureurs (53/1979): Wysiging van Reëls van die Natalse Wetsge- nootskap	1	13933

CONTENTS

No.	Page No.	Gazette No.
NATAL LAW SOCIETY		
Attorneys Act (53/1979): Amendment of the Rules of the Natal Law Society	1	13933