THE LEGAL PRACTICE COUNCIL OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

JACQUES FLORIS LOUW	1st Complainant
NATHAN GEFFEN	2nd Complainant
RAYMOND JOSEPH	3rd Complainant
and	
LESLEY NKHUMBULENI RAMULIFHO	Respondent

AFFIDAVIT

I, the undersigned,

JACQUES FLORIS LOUW

do hereby make oath and say:

1. I am an attorney of the High Court of South Africa, practising under the name Lionel Murray Schwormstedt and Louw, at 2nd Floor, 42 Burg Street, Cape Town.

2. The facts attested to herein are within my personal knowledge, unless the

Lionel Murray Schwormstedt & Louw
JF Louw
021 424 8960
jflou@iafrica.com

contrary appears from the context, and, to the best of my belief, true and correct.

3. I am making this affidavit of my own volition, as an officer of the Court and a member of the Legal Practice Council, as well as in my capacity as representatives of my clients, the 2nd and 3rd Complainant. For the sake of this affidavit I shall refer to them as Geffen and Joseph respectively.

4. I submit this affidavit for the purposes of a complaint to the Legal Practice Council. I do so as I believe that the practitioner (the abovementioned Respondent) has committed an egregious and blatant breach of ethics that justifies immediate action on the part of the Legal Practice Council. I will also file a substantially similar affidavit with the South African Police Services as and official complaint.

5. Geffen and Joseph are clients of my firm, in, amongst other, the matter filed under case number 23291/19 in the High Court of South Africa, Gauteng Division, Pretoria ("the Interdict Application"). The Applicants in the Interdict Application are the Respondent, to whom I shall refer as Ramulifho, and his law firm, Ramulifho Incorporated Attorneys. Joseph and a news publication, GroundUp, are the first and second Respondents respectively in the Interdict Application. Geffen is the editor of GroundUp.

6. Ramulifho practises as an attorney at 21A, Garsfontein Office Park, 645 Jacqueline Drive, Garsfontein, Pretoria at Ramulifho Inc Attorneys, registration number 2016/528937/07.

7. The nature of the Interdict Application is not relevant to this complaint and the

court papers are voluminous. The full set of original papers is filed at the High Court, but I can make copies available on request.

8. This complaint relates to what my clients and I believe to be fraudulent documents created by and perjury committed by Ramulifho, in the Interdict Application. In some instances, our complaint is based on strong suspicion. In other instances, the probabilities of fraud and perjury are overwhelming. I will highlight each instance separately.

Brief Background

9. Joseph has written and Geffen (as editor of GroundUp) has published a range of articles highlighting improper conduct in management of Lottery Grants received by Denzhe Primary Care NPO ("Denzhe") from the National Lotteries Commission. Amongst the conduct highlighted were the following:

   9.1 The allegation that Denzhe was highjacked from its former members by, amongst other, Ramulifho.

   9.2 The fact that Denzhe paid two amounts of R264,240.34 and R271,000.00 in respect of Ramulifho's personal business, two Ocean Basket franchises, in 2016.

10. Following the publication of these articles, Ramulifho and Ramulifho Inc Attorneys served and filed the Interdict Application, on 9 April 2019.

11. The Founding Affidavit dealt with the allegations of the hijacking and the Ocean

Basket payments, amongst many others.

12. The Interdict Application came before the Pretoria High Court on 16/17 April 2019 and was struck from the roll due to a lack of urgency.

13. Subsequently, Joseph has written and Geffen (as editor of GroundUp) has published further articles, in which various allegations of impropriety are made about Ramulifho, including the following:

    13.1 That he seemingly paid R5,000,000.00 from the Denzhe funds to Etienne Naude Attorneys as part payment of the R11,000,000.00 purchase price for a property transaction, being a house in the Mooikloof Equestrian Estate.

    13.2 Questioning Ramulifho's claim that he repaid the monies paid to Ocean Basket and that the amounts were loans.

14. In the Interdict Application the following affidavits have been filed that are material to his compliant:

    14.1 The Founding Affidavit, commissioned by Willem Frederick Ludick, of 586 Chopia Street, Constantia Park.

    14.2 The First and Second Respondents' Answering Affidavits ("the Answer").

    14.3 Ramulifho's Replying Affidavit to the Answer ("the First Reply"), commissioned by Heila LHC Kruger of 710A Picasso Street,

Moreletapark, Pretoria.

14.4 Geffen's Supplementary Affidavit ("the Supplementary Affidavit").

14.5 Ramulifho's Reply to the Supplementary Affidavit ("the Second Reply"), commissioned by Werner Prinsloo, of Garsfontein Office Park 32, Jacqueline Rylaan 645, Pretoria.

15. I will annex hereto pages from the relevant affidavits, but I shall make the complete set of affidavits available when required. As mentioned, the original documents should be in the court file.

16. The complaints all relate to, what Joseph, Geffen and I believe to be, false statements in the Founding Affidavit, the First Reply and the Second Reply, as well as falsified documents annexed to the affidavits and confirmed by Ramulifho under oath as the truth. Over and above the false statements and fraudulent documents, we also allege that Ramulifho has falsified or caused to be falsified an affidavit by Etienne Naude, a senior attorney of Pretoria ("the Naude Affidavit").

17. The Naude Affidavit purports to be commissioned by Werner Prinsloo, of Garsfontein Office Park 32, Jacqueline Rylaan 645, Pretoria.

18. The First Reply also contains as an annexure an affidavit purporting to be signed by Ms Tshikalange ("the Tshikalange Affidavit"). We have reason to suspect that the Tshikalange Affidavit may also be fraudulent.

19. This affidavit does not address the underlying crimes that may have been

committed relating to the monies of Denzhe. The complaints herein relate solely to the suspected perjury and fraud contained in the statements under oath made by Ramulifho. The other crimes are for the relevant authorities to investigate separately.

First Complaint (Founding Affidavit – the Tshikalange Affidavit)

20. On or about 26 March 2019, Ramulifho deposed the Founding Affidavit.

21. On pages 6 (page 16 of the court record) of the Founding Affidavit, which I annex hereto marked **JFL 1**, Ramulifho makes the following averments:

    21.1 That he instructed his attorney, Keegan Elliott, to write a letter to Joseph.

    21.2 The letter, including certain annexures, was sent, in accordance with his instructions to Joseph, on 12 December 2018.

    21.3 That the letter and annexures are confirmed as if incorporated into the affidavit.

22. One of the allegations Joseph made in an article published on 22 November 2018, was that Ramulifho had hijacked Denzhe. To refute the allegation, Ramulifho attached as part of Annexure G to the Founding Affidavit an affidavit signed by Tshikalange. A copy of the Tshikalange Affidavit is attached marked **JFL 2**.

23. In the Tshikalange Affidavit she purportedly made various claims that directly

contradict her earlier statement that she made to the South African Police Services ("the Tshikalange Statement"). I annex the Tshikalange Statement hereto marked **JFL 3**.

24. On an inspection of the Tshikalange Affidavit we found the signature of Ms Tshikalange suspect. The following was found:

24.1 The signatures on the Tshikalange Affidavit and the Tshikalange Statement are on the face of it significantly different.

24.2 The content of the Tshikalange Affidavit and the Tshikalange Statement are irreconcilable.

24.3 On the Tshikalange Affidavit the pages other than the signature page are initialled with the initials in print form TT. [The relevance of this manner of initialling will become apparent when I address the complaint in 40 below]

25. Joseph informs me that Tshikalange has, in an interview, denied that she signed the Tshikalange Affidavit. On 16 and 18 March 2020 I contacted Tshikalange's attorney, Moleko Ratau, of Johannesburg. He told me that his client is not the person who deposed to an affidavit in support of Ramulifho in December 2018. However, numerous subsequent attempts to obtain further confirmation from Mr Ratau remain unanswered. I attach hereto a transcript of a WhatsApp conversation between Joseph and Tshikalange on 8 October 2019, marked **JFL**

4.

26. In the circumstances, we believe that:

26.1 The Tshikalange Affidavit was not signed by Tshikalange and is a forgery.

26.2 The statements made by Ramulifho in the Founding Affidavit under oath relating to the Tshikalange Affidavit are false and made by Ramulifho knowing that they were false.

Second Complaint (Founding Affidavit and First Reply – the Proof of Payment)

27. As part of Annexure G to the Founding Affidavit Ramulifho attached to documents purporting to be proof of repayment of the Ocean Basket loan amounts to Denzhe. Ramulifho's version in both the Founding Affidavit and the First Reply is that he borrowed the amounts of R264,240.34 and R271,000.00 from Denzhe and then repaid it within a week.

28. Ramulifho made the averments relating to proof by incorporating them into the Founding Affidavit under Annexure G. He repeats the allegations with reference to the Tshikalange Affidavit on page 41 (record page 474) of the First Reply. I annex the page hereto marked **JFL 5**.

29. On 29 November 2019, Geffen made a Supplementary Affidavit in which he drew the court's attention to the following:

29.1 The Denzhe FNB bank statements for the period October to November

2016 have reliably been leaked to Joseph and Geffen. The Denzhe bank statement shows that the account number ends in ...48493.

29.2 One of the alleged repayments was made on 7 November 2016 of an amount of R264 240.34. This amount does not reflect in the Denzhe bank statement of the same period.

29.3 Both alleged proofs of payment (the November Notification and the "December Notification" of 7 December 2016) reflect the last six digits of the FNB account to which the alleged repayments were made as ...695264.

29.4 To the best of his knowledge there is no account (with FNB or otherwise) of Denzhe Primary Care NPO ending in the number ...695264.

29.5 There is however a different banking number that entails a number that ends on ...695264: The profile number - not the bank account number - of Denzhe's Nedbank account that was opened on 8 December 2016.

29.6 A letter which was sent to Denzhe Primary Care NPO on 8 December 2016. The letter shows that Nedbank Limited opened an account for Denzhe Primary Care NPO on that date, with account number 1140184083, that is, the Nedbank Account. The letter further shows that Nedbank accorded to the account number 1140184083 a profile number, which is 3076695264. Quite remarkably, the last six digits of the Denzhe Primary Care NPO Nedbank profile number is ...695264,

the number that appears on the proof of payment.

29.7 Geffen submitted that the most reasonable inference was that the proofs of payment have been manipulated to fraudulently show a bank payment.

30. We submit that the overwhelming probabilities are that the two proofs of payment are falsified and accordingly:

30.1 That Ramulifho committed an act of perjury by referring thereto in the Founding Affidavit and the First Reply; and

30.2 That Ramulifho possibly committed the fraud, but probably associated himself with the fraud after the fraud was committed and thereby participated therein.

31. I attach the two alleged proofs of payment marked **JFL 6** and **JFL 7**. I also attach the Supplementary Affidavit (without annexures) marked **JFL 8**.

Third Complaint (Second Reply – the FNB bank Statement)

32. On 5 March 2020 Ramulifho made the affidavit which was the Second Reply. The Second Reply was served on 13 March 2020. A copy of the entire Second Reply (without the annexures) is attached marked **JFL 9.**

33. In paragraphs 17.4 to 22 of the Second Reply, Ramulifho responds to the allegations made by Geffen referred to in paragraph 29 above. Ramulifho explains that the repayments which were reflected in the proofs of payment

were in fact made to a FNB Money Market account ending in the number ...695264.

34. Ramulifho attaches to his affidavit a copy of what purports to be a bank statement relating to the alleged Money Market account. The statement is marked **LR 3**. I attach it hereto using the original reference.

35. **LR 3** is a patent fraud. I will illustrate this in several ways:

35.1 The statement period reflected on the first page of **LR 3** is for the period "31 October 2016 to 30 November 2016". However, the statement date is 31 October 2016. The statement date or statement period or both must have been falsified.

35.2 The summary of transaction on the first page of **LR 3** reflects an opening balance of R150,000.00, credits of R535,000.34 and a debit of R 14.10 which should leave a balance of R684 986.24. However, the amounts are added to a closing balance of R685,240.34. Bank automated statements do not make such calculation errors. Some or all of the entries in the summary on page one of **LR 3** have accordingly been fraudulently altered to fit the narrative of the Second Reply.

35.3 At the bottom of page one of **LR 3** appears the inscription: CSFZFNO: 62781923737. FNB has similar inscriptions on all electronically delivered statements issued by FNB. It reflects the account number of the account in respect of which the statement is issued. I know that the account number 62781923737 belongs to an account used by Dinosys

NPC, registration number 2015/12967/08, a non-profit company, which was a shelf company until January 2018, when Ramulifho took it over, and from which Ramulifho resigned as a director on 20 September 2018. To the best of my knowledge it is under his control and at least two of his staff members (Liesl Joy Moses and Tsietsi Joseph Tshabalala) are directors.

35.4 On page 2 of **LR 3** two entries are reflected. The one entry is dated 25 October 2016. However, the statement period only commences on 31 October 2016 (according to page one of **LR 3**). Both entries are likely to be fraudulently inserted on page 2.

35.5 Moreover, according to the proofs of payment in respect of the repayments referred to under the second complaint above, the repayments were made on 7 November 2016 and 7 December 2016. The dates of the credits do not accord with the proofs of payments.

35.6 The VAT Rate at the bottom of the second page of **LR 3** is indicated as 15%. However, the VAT rate as at October and November 2016 was 14%. It is therefore clear that the person who falsified **LR 3** used a 2018 or later bank statement. The VAT rate changed to 15% on 1 April 2018.

35.7 On the second page of **LR 3** the following words appear: ***On 23 November 2016, the Prime lending Rate changed to 10.25%.*** It is a fact that the prime lending rate increase with effect from 23 November **2018** was announced by the governor of the Reserve Bank on 22

November 2018. There was no interest rate increase on 23 November 2016.

35.8 This document is not in the format of an FNB Money Market Account, which is a simpler document showing only the transactions for the relevant period, but it matches the format of an FNB Current Account statement.

36. The only conclusion that is logically possible in light of the discrepancies highlighted in paragraph 35 above is that Ramulifho, or someone under his direction, used the FNB current account, with number 62781923737, statement issued to Dinosys NPC some time after November 2018 and inserted false 2016 dates, a false account number, a false account holder and fictitious amounts with a view to present the document to court as evidence in support of other fraudulent documents and numerous perjurious made by Ramulifho. Any of the seven discrepancies highlighted in paragraph 35 above is independently fatal to authenticity.

37. We submit that the overwhelming probabilities are that **LR 3** is a fraudulent document and accordingly:

37.1 That Ramulifho committed an act of perjury by referring thereto in the Second Reply, in all likelihood in an attempt to conceal another act of dishonesty and perjury; and

37.2 That Ramulifho either committed the fraud, or he associated himself with the fraud after the fraud was committed and thereby participated

therein.

Fourth Complaint (Second Reply – the Naude Affidavit)

38. Ramulifho refers to and attaches to the Second Reply an affidavit which purports to be an affidavit of senior Pretoria Attorney and Conveyancer, Etienne Naude. The Naude Affidavit is attached to the Second Reply as **LR 2**. I attach **LR 2**.

39. He refers to Naude in paragraphs 17.2 and 33.2.1 of the Second Reply and claims that Naude confirms the facts that he attests to in these paragraphs.

40. I have inspected **LR 2** and found that the signature of Naude on **LR 2** is significantly different to his normal signature as it appears on transfer documents signed by him. I attach a copy of two pages with Naude's actual signature marked **JFL 10**. Moreover, the pages on **LR 2** that are initialled, purports to be initialled with in print capital letters merely as EN. I know of no attorney who would initial that way, nor did Naude do so on the transfer documents attached as **JFL 10**. Further, the initials are also remarkably similar in form to the initials TT of Tshikalange.

41. On Friday 13 March 2020 I called Naude and asked whether he indeed signed **LR 2**. He had no knowledge of the matter and asked to look at the document. He called me on Monday 16 March 2020 to confirm that the signature on the affidavit was not his and that he did not depose to the affidavit. He further confirmed that the facts claimed by Ramulifho about the payment in the Second Reply, insofar as they relate to him, were not true. His sole involvement with

Ramulifho was to act as transferring attorney on behalf of a certain Dr Nel in a property transaction in 2016.

42. **LR 2** was filed in in support of Ramulifho's statements in paragraphs 17.2 and 33.2.1 of the Second Reply, which, in turn were made in response to the portion of the Supplementary Affidavit under the heading – **Property purchase Plot 448 The Farm Rietfontein 375** – which I annex hereto marked **JFL 10.**

43. The facts alleged by Ramulifho in paragraphs 17.2 and 33.2.1 are accordingly wilfully fabricated and perjurious.

44. Following the discussion with Naude, on Tuesday 17 March 2020, I called Werner Pretorius, the commissioner of oaths for the Naude Affidavit. I also sent a copy of **LR 2** to him. He confirmed that Naude never appeared before him on 5 March 2020, or otherwise in relation to the Interdict Application. He said he would have recalled it if Naude had appeared before him as a deponent. He said he had a vague memory of acting as commissioner of oaths for Ramulifho on 5 March 2020 and mentioned that he often commissions affidavits for Ramulifho. Pretorius understandably had no independent recollection of the Naude Affidavit, but he speculated that he must have assumed at the time that Ramulifho was the deponent for whom he was acting as commissioner. We do not lodge any complaint against Pretorius.

45. **LR 2** is a fraud and produced solely with the view to support perjurious claims, to mislead the court and, in all likelihood, an attempt to conceal another crime

involving dishonesty.

Conclusion

46. We have limited our complaints only to the matters which relate to actual fraudulent manipulation of documents that have been presented to court in the Interdict Application and the perjurious statements related to the documents. We are of the view that it is for the prosecuting authorities to investigate, independently, the other crimes that may or may not have been committed.

47. My clients and I regard the conduct of Ramulifho as a serious breach of ethics involving criminal conduct committed by an officer of the court, in court documents, and request the LPC to investigate the matter and to take the necessary steps against him.

JACQUES FLORIS LOUW

I certify that the Deponent has acknowledged that he knows and understands the contents of the Declaration and that the Deponent uttered the following words: "I swear that the contents of this Declaration are true, so help me God." I certify further that the provisions of Regulation 1258 of the 21st July, 1972, (as amended) have been complied with.

Signed and sworn to before me at CAPE TOWN on this the 4th day of ~~March~~ May 2020.

Ex Officio Commissioner of Oaths

EDUHAHN LUKE HANEKOM
Commissioner of Oaths
Practising Attorney, R.S.A.
4th Floor, General Building
42 Burg Street
Cape Town, 8001

6.1 In an effort to halt the aforementioned publication, I urgently instructed my Attorney of record to direct correspondence to the first, second, and third respondents, requesting, *inter alia*, that the intended article not be published, that an undertaking be provided to effect the same, that an apology be published, and that the prior article be retracted.

6.2 Resultant of the urgency thereof, it would seem that the letter proffers towards the prior publication, and not the intended publication, however, as will be evident in the article published, as will be dealt with herein below, the respondent was well aware of which article I was referring to.

6.3 I attach hereto as annexure **"G"** a copy of the letter so sent by my Attorney of record on the 12th of December 2018, as well as the annexures attached thereto.

6.4 In an effort to not render these papers unnecessarily voluminous and prolix, I humbly request that the content of the letter, as well as the attachments thereto, be read as if specifically traversed and referred to.

6.5 The joint respondent proceeded to publish the intended article on the 14th of December 2018, without referring to the actual facts provided to them by annexure **"G"** hereto.

In the matter between:

TAKALANI TSHIKALANGE Applicant

AFFIDAVIT

I, the undersigned,

TAKALANI TSHIKALANGE

Do hereby make oath and state that:

1. I am an adult female of full legal capacity a chairwoman of Denzhe Primary Care NPO and I am the Applicant in the court proceedings against House Regeneration t/a Extreme Freedom Foundation which is represented by Ado Kridge.

2. The allegations contained herein are within my personal knowledge and belief and are, both true and correct.

Background

3. After noting misleading headlines from the various media on the "how a hijacked organisation scored millions from lottery "I found it duty bound to refute the allegations as untrue and misleading.an. I.e publications on the daily maverick, Limpopo Mirrior, news 24 and Ground up.

4. For several months Mr Raymond Josephs and Ado Kridge having been harassing me for information about our organization and they offered to get me a body

guard to protect me against my fellow directors. I made it clear to them I have no interest in their racist agenda.

5. I founded the organization initially for the purpose of assisting HIV/Aids vulnerable black children after which the programme was not too successful due to lack of funding.

6. As a board we adopted a resolution to expand our scope of interest to include, home based care and drug rehabilitation centers amongst others in the Gauteng area.

7. To assist with expansion, we adopted a resolution to include new members with special expertise such a legal and accountants. This was made to assist with getting funding for the much needed drug problems in Gauteng areas. To this end Mr Lesley Ramulifho was nominated to chair our board from September 2016 and the same was rectified by a board resolution on 17 January 2017. See attached a resolution attached marked annexure A.

8. After a thoughtful research on the drug problems in Gauteng, we resolved to approach NLC to assist us with the funding to establish a drug rehabilitation centre, to which our proposal was well accepted and approved. See approval from NLC marked annexure B

9. Mr Ramulifho as a new chairperson, was mandated to identify an area which was to be accessible to our major township, i.e eesterust, mamelodi, soshanguve and Hammanskraal.

10. Plot number 326 Derdepoort, portion 358 although with very dilapidated structures, which appeared at the time to be running a legitimate drug rehabilitation Centre was identified through mutual friend and an agreement to lease was entered into for a period of 99 years. See attached old pictures of delipidated structures and lease agreement marked annexure B2

11. During our negotiations with one "Dr" Ado Krige we were promised the following:

- That he has 35 years of running a drug rehabilitation centre;
- He is legitimate son of god;
- The center has 100% success rate

10. Not once during this discussion did has he ever mentioned to us that:

- He a ex-Satanist (see post from his facebook attached hereto self confessing Satanism) annexe C
- A drug lord who was arrested during apartheid years and spend time in solitary confinement for drug trafficking
- That the Centre was sent a letter to close in January 2014 by department of social development due to lack of license to operate a centre; see letter attached marked annexe D

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- That the land upon which the Centre is to be build is an agricultural land and is not rezoned for drug centre by Tshwane city council;
- That there were serious complaints of racial discrimination against black patience;
- That black patience are called "kaffirs" by management and fellow white patience and
- That he is admitting mental ill patience in the centre; (see attached sworn statement from one of the parent whose son was also a patient at the centre) marked annexure E

11. As an organization and in compliance with the grant agreement, we approached three different construction companies to give us a quotation to build the structure from ground up, after which one company was picked with a fair amount to build the structure. Given their track record and expertise we were confident that this was a right company to partner with us.
12. We had no prior knowledge of any of these companies nor had any relationship with any of the directors of these companies
13. Actual Construction started mid January 2017 and it progressed very well without any delays except towards the end of the project when one "Dr" Ado Krige started interfering with how the project should be run . he started demanding that monies be paid to him directly as he knows better and has been in construction business for many years.

14. At this point we started discovering that the centre was a shame, all the verbal guarantees he gave were not only false but we soon discovered that he had no intention of complying with Department of social development rules and regulation on running of drug centre, in fact, he was interested in money as he constantly repeated that he was bankrupt and have no budget to run the centre.
15. On completion in March 2018 while we were busy furnishing the centre with furniture, we bought furniture for the centre, and the same was delivered by A&E furniture but on their arrival at the centre the delivery truck driver was instructed to return back with the furniture as it was not up to Ado's desired standard (see affidavit from Mr Jacob Tshabalala (driver) attached marked annexure D) and again Ado demanded the money be paid to him as he knows better. For the sake of completion of the project, We paid over R500 000 into his account but on inspection we realized he was spending monies on Generators, paying himself management fees and buying his wife tempons with the money which was suppose to be for furnishing the centre. We approach him and he became violent.
    - We immediately informed the NLC as the funder of the difficulties were experiencing and that we also discovered that we are dealing with a person with a serious element of gross dishonesty
    - A drug lord and Satanist (self confessed on his facebook page) who was arrested during apartheid years and spend time in solitary confinement for drug trafficking

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- That the Centre was sent a letter to close in 2014 by department of social development due to lack of license to operate a centre;
- That he is not a real Dr nor a phycologist although he title himself as a doctor to confuse the public (there is no public record which state that Ado Kridge was awarded a Doctorate degree by any legitimate academic institution nor is he registered as such) puts up adverts titled Dr Ado Kridge drug rehabilitation centre;
- That the land upon which the Centre is to be build is an agricultural land and is not rezoned for drug centre by Tshwane city council and has no permission to operate any type of business on it;
- That there were serious complaints of racial discrimination against black patience;
- That black patience are called "kaffirs" by management and fellow white patience;
- That he is using students at his farm as form of cheap labour;
- Encourage female and male patience to have sexual relations; to this day two former drug students which he employed on a R500 per month salary fell pregnant.
- Pays his managers R800 a month salary while him and his wife take home R90 000 per month
- That he is admitting mental ill patience in the centre;

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15. Previous patience of the centre started approaching us with affidavits stating what the Centre was really about. See attached an affidavit from a student who ran away after he was sodomised and experience horror on how black patience were called kaffirs and were made to pick up human feces . see affidavit attached hereto marked annexure f .

16. It was at this point where we took a resolution to cease with immediate effect all association with this centre and reported the matter to the Minister of Social development for further action to avoid another Life Esidebeng crisis. We have also instructed our attorneys, Mabe attorneys to institute a legal action for undue enrichment , see attached herewith copy of summons issued and served on him and centre. Annexure G

17. I have also noted the mentioning a criminal case against some of the directors of Denzhe, equally so they also had cases at court against the organisation, but we soon realized the internal disputes were not taking the organization anywhere and we resolved our internal differences amicably and all dispute matters are now closed.

18. In 1 September 2018 we took a resolution to re-instate Takalani Tshikalange as a chairperson and as such I write this statement as proud chairperson of Denzhe primary care Npo. Resolution marked Annexure H

19. On insinuation that our former charperson, Mr Lesley Ramulifho used the money to fund his franshise business, this is far from the truth, the loan amount was authorized by our board and Mr Ramulifho duly refunded the money back within

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10 days of such loan been given. Off course the article had no clue to this as they failed to verify the facts with me. Attached herewith is the proof of loan payment and proof of refund of the same marked annexure I

20. In conclusion, none of the journalist who wrote this fabricated article contacted me to verify the facts, instead they opted to run with their one sided agenda to cover up the rot at Ado Kridge's so called drug rehabilitation centre and also with attempt to divide members of our organization. This issue I take very seriously and I am in the process of lodging a complain through press ombudsman.

DEPONENT

Signed and sworn to before at Midrand on this 3rd day of December 2018 the deponent having acknowledged that he knows and understands the contents of this affidavit and has no objections in taking the prescribed oath and considers it binding on his conscience.

COMMISSIONER OF OATHS

HEILA LHC KRUGER
PRACTISING ATTORNEY
COMMISSIONER OF OATHS (EX OFFICIO)
701A Picasso Street, Moreletapark, 0044
Tel: 012 997 0788

TT

LESLEY RAMULIFHO Applicant

and

CONFIRMATORY AFFIDAVIT

I, the undersigned

LESLEY RAMULIFHO

do hereby make an oath and state that:

1.

1.1. I am an adult male practising attorney and a member of Denzhe Primary Care NPO.

1.2. I am duly authorised to depose to this affidavit.

1.3. The facts contained herein fall within my personal knowledge, unless the context indicates otherwise, and is to the best of my knowledge and belief both true and correct.

2. I confirm having read Takalani Tshikalange, chairperson of Denzhe primary care NPO, founding affidavit and confirm the contents of her affidavit.

DEPONENT

I HEREBY CERTIFY that the deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn before me at PRETORIA on this the 3rd day of December 2018, the regulations contained in Government Notice No R1258 of 21 July 1972, as amended, and Government Notice No R1648 of 19 August 1977, as amended, having been complied with.

COMMISSIONER OF OATHS

HEILA LHC KRUGER
PRACTISING ATTORNEY
COMMISSIONER OF OATHS (EX OFFICIO)
701A Picasso Street, Moreletapark, 0044
Tel: 012 997 0788

"A" 40

17 January 2017

TO WHOM IT MAY CONCERN

PER HAND

Board Members Resolution

That it was resolved that Mr Lesley Ramulifho shall take over as a Chairman of Denzhe Primary Care Reg No: 098-122 NPO. Mr Karabo Sithole and Miss Liesl Moses shall become new members / signatories to the account of Denzhe Primary Care NPO.

Miss Takalani Tshikalange and all other members hereby resigned and ceased to be a member of Denzhe Primary Care Reg No: 098-122.

This resolution was taken amongst the members of Denzhe Primary Care Reg No: 098-122 NPO that Miss Takalani Tshikalange ID No: 7401280911085 hereby resigns as a chairperson

The resolution was taken place at Pretoria on 17 day of January **2017** and adopted by all members and the chairperson authorised to sign this resolution.

Miss Takalani Tshikalange

Chairperson

"B"
41

NATIONAL LOTTERIES COMMISSION

ADJUDICATION

Session Date:	07/OCT/16
Distribution Agency:	CHARITIES
Chairperson:	MS N. KELA
Coordinator:	LAUBSCHER VAN ZYL, SONJA
Adjudication Type:	PROPOSED FUNDING
DA Members Present:	MR G. MCDONALD MR N. NXESI MS I. SMITH
Project No.:	103614
Organisation:	DENZHE PRIMARY CARE
Province:	GAUTENG
Funding Struct:	SINGLE **Sub Sector:** DRUG ABUSE AND CRIME
Project/Branch Name:	
Assisted organisation:	
Adjudication Decision:	CONFIRM FUNDING
Allocated in session:	R17,000,000.00
Allocated to date	R17,000,000.00

Approved budget

Item	Amount	Partner / Branch / Project Name
OPERATIONAL COSTS	R2,000,000.00	
CONSTRUCTION OF THE REHABILITATION CENTRE	R15,000,000.00	
Sum:	R17,000,000.00	

Schedule of tranches

Tranche	Amount
1	R7,500,000.00
2	R7,500,000.00
3	R2,000,000.00
Sum:	R17,000,000.00

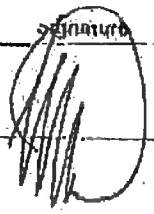
DA Special Instructions/Conditions/Justification:

In line with provisions of the proactive funding framework the CDA adjudicated the proposal presented by the NLC.

The CDA requires therefore that the NLC:
1. Strengthen the capacity of the selected service providers by appointing a specialists in Substance abuse to mentor them.
2. Ensures that the plan is appropriate and complies with the Department of Social Development norms and standards as defined in the Prevention of and Treatment for Substance Abuse Act 2008 (Act No. 70 of 2008).
3. Ensure that proper building standards are met in the construction of the facilities, and that it is adequately equipped to meet the minimum requirements for such facilities.
4. Ensure that there will be a integrated and comprehensive response to the management of substance abuse, including erection of recreational and sports facilities to benefit the clients and broader community.

NLC to commit to annual grant of R2million for second and third years subject to the following:

1. Building being completed and a completion certificate signed with the NLC.
2. Centre operational.
3. Signed agreement with a mentor/ subject matter expert.
4. Application for statutory compliance with the relevant legislation including the Prevention of and Treatment for Substance Abuse Act 2008 (Act No. 70 of 2008).
5. An application for funds being submitted to the NLC as well as the Department of Social Development for a subsidy.

DA Chairperson:	Signature	# 1834 Date
		07.10.2016

"E" 95

AFFIDAVIT

I, the undersigned,

JOHN WILLIAM BRITZ

do hereby declare under oath that:

1.

1.1 I am a minor male. I am currently sixteen years old. My address is not noted herein for safety reasons.

1.2 The facts contained herein fall within my personal knowledge and are true and correct.

2.

During 2018 I was a patient at House Regeneration situated at Plot 358, Sakabuka Street, Pretoria (herein referred to as "the Property"). House Regeneration is Freedom Therapy CC t/a House Regeneration and its members are Anna Aletta Johanna and Dr. Willem Adolf Krige.

3.

Before being a patient at House Regeneration I was at Poortview, and I was diagnosed as psychotic. I was prescribed medication for *inter alia* bipolar disorder and I was informed that I would be on this medication for life. When the payment of my family's medical aid was no longer feasible, a person called "Charlene" introduced my mother to House Regeneration. It was represented to us that it was a lawful rehabilitation centre.

4.

My mother was told that it would be much cheaper for me to be treated at House Regeneration and, as I desperately needed professional help, we had no choice but for me to go to House Regeneration for treatment. I was transferred there from Poortview under heavy sedation.

5.

I cannot recall exactly what happened when I arrived at House Regeneration but I remember being told that it was a year program. I was placed in what is referred to as the "Chelsea" block" at House Regeneration. There is barbed wired, spikes on the outside with electric fencing. There are several rooms which I can only describe as "prison cells" or "solitary confinement".

6.

These rooms are small, with no windows, and a speaker which plays scripture from early in the morning till night. Some of these rooms have up to three persons in them. Until recently, you were only allowed to shower once a week when placed in these rooms. I was locked in these prison cells several times. I pleaded with them not to lock me up, but they still did. I was kept in these rooms without my permission. I was refused to leave when I asked. When you're placed in solitary confinement you cannot leave, and are locked in. House Regeneration will keep you in that room until they decide otherwise.

7.

These rooms are disgusting, the beads smell horrible and are miff. The toilets leak and overflow. When I complained, they would tell me that if I complain again that they will just keep me in there for longer.

8.

There is also a block at House Regeneration called the "Total Lockdown Centre" (herein referred to as "the TLC"). TLC (as House Regeneration refers to it) was represented to my mother as the "Tender Loving Care" centre. This is completely false. Patients are screamed at. Their confidence, dignity and morality is completely broken down. House Regeneration's intention there is to humiliate the patient into submission.

99

12.

There are several mentally ill patients at House Regeneration. The one patient performs anal sex with himself with a broom or with a mop. When he did so I was woken up by House Regeneration and ordered to clean all the faeces and blood of the walls and floors.

13.

On a different occasion, another patient defecated in his underwear and smeared all the faeces on the walls and toilet. I was placed in there with him and forced to scrape off the faeces with a spoon. I was ordered to do these things because House Regeneration told me that it would "cure me" of my homosexuality. I was targeted by them because I am gay.

14.

Another patient talks to himself and walks around a table while saying that he is on a mountain called "Pubma" and the only way that he can get the demons out of him is to masturbate. When he then does masturbate, House Regeneration puts him in solitary confinement.

101

19.

I am severally emotionally damaged by what happened during my stay at House Regeneration.

DEPONENT

Signed and sworn before me at Pretoria this 18 day of September 2018 after the deponent declared that **HE** is familiar with the content of this statement and regards the prescribed oath as binding on **HIS** conscience and has no objection against taking the said prescribed oath. There has been compliance with the requirements of the Regulations contained in Government Gazette R 1258, dated 21 July 1972 [as amended].

COMMISSIONER OF OATHS

FULL NAMES: Keegan Ryan Elliott
CAPACITY: Commissioner of Oaths - Attorney (LLB)
ADDRESS: Unit 20, Garsfontein Office Park
DESIGNATION: 645 Jacqueline Drive, Garsfontein, Pretoria
AREA: Tel. 012 - 012 5067 / Fax: 012 - 012 5068

Signature:

"LRS"

AFFIDAVIT

I, the undersigned,

JOHN WILLIAM BRITZ

do hereby declare under oath that:

1.

1.1 I am a minor male. I am currently sixteen years old. My address is not noted herein for safety reasons.

1.2 The facts contained herein fall within my personal knowledge and are true and correct.

2.

During 2018 I was a patient at House Regeneration situated at Plot 358, Sakabuka Street, Pretoria (herein referred to as "the Property"). House Regeneration is Freedom Therapy CC t/a House Regeneration and its members are Anna Aletta Johanna and Dr. Willem Adolf Krige.

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4.

My mother was told that it would be much cheaper for me to be treated at House Regeneration and, as I desperately needed professional help, we had no choice but for me to go to House Regeneration for treatment. I was transferred there from Poortview under heavy sedation.

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I cannot recall exactly what happened when I arrived at House Regeneration but I remember being told that it was a year program. I was placed in what is referred to as the "Chelsea" block" at House Regeneration. There is barbed wired, spikes on the outside with electric fencing. There are several rooms which I can only describe as "prison cells" or "solitary confinement".

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These rooms are small, with no windows, and a speaker which plays scripture from early in the morning till night. Some of these rooms have up to three persons in them. Until recently, you were only allowed to shower once a week when placed in these rooms. I was locked in these prison cells several times. I pleaded with them not to lock me up, but they still did. I was kept in these rooms without my permission. I was refused to leave when I asked. When you're placed in solitary confinement you cannot leave, and are locked in. House Regeneration will keep you in that room until they decide otherwise.

7.

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8.

There is also a block at House Regeneration called the "Total Lockdown Centre" (herein referred to as "the TLC"). TLC (as House Regeneration refers to it) was represented to my mother as the "Tender Loving Care" centre. This is completely false. Patients are screamed at. Their confidence, dignity and morality is completely broken down. House Regeneration's intention there is to humiliate the patient into submission.

9.

After being broken down, you are placed to do manual labour on a farm for their profit.

10.

I was targeted by a group at House Regeneration. They dragged me into a room and screamed at me and told me that if I didn't do like they ordered then I would be forced into solitary confinement. Then they ordered me to take off my clothes. I was very scared and didn't want to be forced into solitary confinement and therefore complied with their order. After I removed my clothes I felt humiliated as the persons laughed and mocked me. Their intention was clearly to break my spirit and to humiliate me.

11.

This all occurred while I was without my prescribed medication as House Regeneration told my mother that I may not take medication. This despite the fact that there was no medical personnel introduced to me on the premises to help me with my bipolar disorder. I was told by House Regeneration that I may not talk about what happens at House Regeneration and that if I told others what happened there, that I would be placed in solitary confinement.

12.

There are several mentally ill patients at House Regeneration. The one patient performs anal sex with himself with a broom or with a mop. When he did so I was woken up by House Regeneration and ordered to clean all the faeces and blood of the walls and floors.

13.

On a different occasion, another patient defecated in his underwear and smeared all the faeces on the walls and toilet. I was placed in there with him and forced to scrape off the faeces with a spoon. I was ordered to do these things because House Regeneration told me that it would "cure me" of my homosexuality. I was targeted by them because I am gay.

14.

Another patient talks to himself and walks around a table while saying that he is on a mountain called "Pubma" and the only way that he can get the demons out of him is to masturbate. When he then does masturbate, House Regeneration puts him in solitary confinement.

15.

During or about August 2018 one of the employees of House Regeneration grabbed me by the throat and choked me until I passed out. Some students jumped in to help. They later told me that they thought the employee was going to kill me. Later I woke up in my underpants, in solitary confinement, with other students also in there. We were only allowed to leave the following day.

16.

During my stay at House Regeneration I fell ill several times because of the food that they serve. The food sometimes has cockroaches in them. There is no nurse or psychologist there as far as I know.

17.

The employees of House Regeneration refer to black patients or persons as "Kaffirs".

18.

On 9 September 2018 one of the patients, a mentally disturbed boy, beat his mother in the Church so bad that the mother had to be taken to the hospital.

I am severally emotionally damaged by what happened during my stay at House Regeneration.

DEPONENT

Signed and sworn before me at Pretoria this 18 day of September 2018 after the deponent declared that HE is familiar with the content of this statement and regards the prescribed oath as binding on HIS conscience and has no objection against taking the said prescribed oath. There has been compliance with the requirements of the Regulations contained in Government Gazette R 1258, dated 21 July 1972 [as amended].

COMMISSIONER OF OATHS

FULL NAMES: Keegan Ryan Elliott
CAPACITY: Commissioner of Oaths - Attorney (LLB)
ADDRESS: Unit 20, Garsfontein Office Park
DESIGNATION: 645 Jacqueline Drive, Garsfontein, Pretoria
AREA: Tel: 012 - 012 5067 / Fax: 012 - 012 5068

Signature

"LR6"

ABSA

Absa Online: Notice of Payment

07 December 2016

Dear MR NL RAMULIFHO

Subject: Notice Of Payment

Please be advised that you made a payment to, as indicated below:

Transaction number:	8042EFB87A-1
Payment date:	2016-12-07
Payment made from:	Savings account
Payment made to:	DENZHE PRIMARY CARE NPO
Beneficiary bank name:	FNB
Beneficiary account number:	695284
Bank branch code:	250655
For the amount of:	271,000.00
Immediate interbank payment:	N
Reference on beneficiary statement:	LESLEY RAMULIFHO
Additional comments by payer:	-

Please remember that the following apply to Absa Online payments to non-ABSA bank accounts:

- Payments made on weekdays before 16:30 will be credited to the receiving bank account by midnight of the same day.
- Payments made on weekdays after 16:30 will be credited by midnight of the following day.
- Payments made on a Saturday, Sunday or Public holiday will be credited to the account by midnight of the 1st following weekday.

If you need more information or assistance, please call us on 08600 05600 or +27 11 501 5110 (International calls).

If you have made an incorrect interbank banking payment, please send an email to digital@absa.co.za

Yours sincerely

General Manager: Digital Channels

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NEDBANK

Ltd/Bpk Reg No 1951/000009/06

Notification of Payment

Nedbank Limited confirms that the following payment has been made:

Date of Payment	: 07/11/2018
Reference Number	: 2018/11/07/NEDBANK/001218708082

Beneficiary details

Recipient	: Denzhe primary care NPO
Amount	: R 284240.34
Recipient Reference	: Anaprop property man Deposit refund
Bank	: FNB BANK
Account Number	: .696264
Channel	: Internet payment

Payer details

Paid By	: RAMULIFHO LEGAL WORK

Verify notification at https://netbank.nedsecure.co.za

This notification of payment is sent to you by Nedbank Limited Reg No 1951/000009/06. Enquiries regarding th... notification should be directed to the Nedbank Contact Centre on 0860 115 060. Please contact the payer fo... regarding the contents of this notification.
Nedbank Ltd will not be held responsible for the accuracy of the information on this notification and we accept... whatsoever arising from the transmission and use of the information.
Payments may take up to three business days. Please check your account to verify the existence of the funds.

Note: We as a bank will never send you an e-mail requesting you to enter your personal details or private id... and authentication details.

Nedbank Limited email

This email and any accompanying attachments may contain confidential and proprietary information. This in... are for the and protected by law and, accordingly, if you are not the intended recipient, you are requested to delet... communication immediately and are notified that any disclosure, copying or distribution of or taking any actio... in information is prohibited. Emails can not be guaranteed to be secure or free of errors or viruses. The send... accept any liability or responsibility for any interception, corruption, destruction, loss, late arrival or incomplet... tampering or interference with any of the information contained in this email or for its incorrect delivery or non... whatsoever reason or for its effect on any electronic device of the recipient. If verification of this email or any... is required, please request a hard copy version.

...y Code: F867F20ACB4372(A2H4D1 [illegible] EDCE3668B2B

JFL 3

AFFIDAVIT

SOUTH AFRICAN POLICE SERVICE

I, FULL NAMES TAKALANI PATRICIA TSITIKALANGE

IDENTITY NUMBER 7401280911085

RESIDING AT 3776 THUSI STREET EXT 33 CLAYVILLE

TEL NO: 082 822 4251

WORK AS DIRECTOR AT DENZHE TEL NO: 082 822425 1

STATE UNDER OATH IN ENGLISH

THAT I HAVE BEEN DEFRAUDED AND THE CASE HAS BEEN OPENED CAS NR 696/11/2016. I TAKALANI AM THE OWNER OF DENZHE PRIMARY CARE. SOMEONE TOOK MY NPO DOCUMENTS AND CHANGE THE BANKING DETAILS AT FNB. IT HAPPENED THAT AM FUNDED BY NATIONAL LOTTERIES THE AMOUNT R15000000. IT HAS BEEN DEPOSITED IN TWO AMOUNTS R7500000 X2 AND NOW THE AMOUNT LEFT IN THE BANK IS R3304546 I DIDNT GIVE PERMISSION TO ANYONE. MY FNB ACCOUNT NO: 62573137489 FOR DENZHE.

I know and understand the contents of this declaration.

I have no objection in taking the prescribed oath.

I consider the prescribed oath to be binding on my conscience.

SOUTH AFRICAN POLICE SERVICE
CLIENT SERVICE CENTRE
MIDRAND
2016 -11- 29
SUID-AFRIKAANSE POLISIEDIENS

Signature

I certify that the deponent knows and understand the contents of this declaration and that he/she knows and understands the contents thereof. This statement was sworn before me and the deponent's signature was placed thereon in my presence.

At SAPS MIDRAND on this 29 day of NOVEMBER 2015

COMMISSIONER OF OATH

JFL 4

Conversation via WhatsApp between Joseph and Tshikelange on 8 October 2019

Joseph: I'm going to send you an affidavit to look at. I'l page it page by page via WhatsApp. I want to know if you know anything about it and whether it's your signature on the document. Thanks, Raymond

[*PDF Pages of the Tshikalange Affidavit sent by Joseph to Tshikalange before conversation continued*]

Joseph: The main things I'd like you to see is the affidavit signed by "you" that says you have settled with Ramulifho and he has paid back Lottery money he borrowed from Denzhe. And the other is a supposed new constitution, again signed by you.

Tshikalange: That's fraudulent I can't just resigned and give my Npo to Lesley , themba and Liesel. May you please check the Resolution it has been audited from the date, my I'd number and signature

Tshikalange: I don't know what is happening at denzhe since Lesley Ramulifho hijacked my Npo in 2016 .

Tshikalange: He took that R535 000 ,while I was not part of his fraud he must face the music alone with those people who have changed my resolution

Joseph: I think you should take the affidavit to the police and swear an affidavit saying it is a forgery and it's not your signature on it

Tshikalange If its like that i will take it the police and the problem is our government which is failing us because it recognizes only the rich people , I really need a lawyer on my side. Maybe things will work out for me

Joseph: I will expose them but I need help. Please urgently take the fake affidavit to the police and make an affidavit saying you were never consulted and had nothing to do with compiling it, and that it is not your signature. And send me a copy. My email is rayjoe@iafrica.com Thank :)

Tshikalange: Thank you I will do that tomorrow, do you know that he called me same day that you called me on the 29 August saying that he won case is it was against you and the sheriff is going to attach the property.

Tshikalange: He lost the case and had to pay all my legal costs

Tshikalange: He said he is going to give me lot of money and just said ok.

AD PARAGRAPH 107

There was nothing untoward about the loans. The monies were loaned with the approval of the board and paid back shortly thereafter. This Honourable Court is referred to the current chairperson's affidavit. Her affidavit specifically stated that:

> *"On insinuation that our former chairperson, Mr. Lesley Ramulifho, used the money to fund his franchise business, this is far from the truth, the loan was authorized by our board and Mr. Ramulifho duly refunded the money back within 10 days of such loan being given."*

42.

AD PARAGRAPH 109

The content hereof is noted. The investigation was completed. No wrongdoing was found on my part or on the part of the second applicant.

"NG 29"

JFL 6

ABSA

Absa Online: Notice of Payment

07 December 2016

Dear MR NL RAMULIFHO

Subject: Notice Of Payment

Please be advised that you made a payment to, as indicated below:

Transaction number:	8042EFB97A-1
Payment date:	2016-12-07
Payment made from:	Savings account
Payment made to:	DENZHE PRIMARY CARE NPO
Beneficiary bank name:	FNB
Beneficiary account number:	...695264
Bank branch code:	250655
For the amount of:	271,000.00
Immediate interbank payment:	N
Reference on beneficiary statement:	LESLEY RAMULIFHO
Additional comments by payer:	-

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If you need more information or assistance, please call us on 0860 888000 or +27 11 501 5110 (International calls).

If you have made an incorrect interbanking payment, please send an email to digital@absa.co.za

Yours sincerely

General Manager, Digital Channels

This document is intended for use by the addressee and is privileged and confidential. If the transmission has been made to you in error please contact us immediately. Thank you.

	High	- Environmental hazard (health and aesthetic)	High	- Identify municipal re with regard to disp	

JFL 7

NEDBANK

Ltd/Bpk Reg No 1951/000009/06

Notification of Payment

Nedbank Limited confirms that the following payment has been made:

Date of Payment	: 07/11/2018
Reference Number	: 2018/11/07/NEDBANK/001218706082

Beneficiary details

Recipient	: Denzhe primary care NPO
Amount	: R 264240.34
Recipient Reference	: Aneprop property man Deposit refund
Bank	: FNB BANK
Account Number	: 695264
Channel	: Internet payment

Payer details

Paid By	: RAMOLIFHO LEGAL WORK

Verify notification at https://netbank.nedsecure.co.za

This notification of payment is sent to you by Nedbank Limited Reg No 1951/000009/06. Enquiries regarding th notification should be directed to the Nedbank Contact Centre on 0860 115 060. Please contact the payer fo regarding the contents of this notification.
Nedbank Ltd will not be held responsible for the accuracy of the information on this notification and we accep whatsoever arising from the transmission and use of the information.
Payments may take up to three business days. Please check your account to verify the existence of the funds.

Note: We as a bank will never send you an e-mail requesting you to enter your personal details or private id and authentification details.

Nedbank Limited email

This email and any accompanying attachments may contain confidential and proprietary information. This in private and protected by law and, accordingly, if you are not the intended recipient, you are requested to dele communication immediately and are notified that any disclosure, copying or distribution of or taking any actio this information is prohibited. Emails cannot be guaranteed to be secure or free of errors or viruses. The send accept any liability or responsibility for any interception, corruption, destruction, loss, late arrival or incomple tampering or interference with any of the information contained in this email or for its incorrect delivery or non whatsoever reason or for its effect on any electronic device of the recipient. If verification of this email or any is required, please request a hard copy version.

Security Code: F6677F20AC8A4772A2A4601E5C0001EDCE3663B206

JFL 8

IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

Case Number: 23291/19

In the matter between:

LESLEY NKHUMBULENI RAMULIFHO	First Applicant
RAMULIFHO INCORPORATED ATTORNEYS	Second Applicant
and	
RAYMOND JOSEPH	First Respondent
GROUND UP	Second Respondent
THE CITIZEN NEWSPAPER	Third Respondent
THE NATIONAL LOTTERY	Fourth Respondent
THE DAILY DISPATCH NEWSPAPER	Fifth Respondent

SUPPLEMENTARY AFFIDAVIT

Lionel Murray Schwormstedt & Louw
JF Louw
021 424 8960
jflou@iafrica.com

I, the undersigned,

NATHAN GEFFEN

do hereby make oath and say:

1 I am the editor of Groundup. I am making this affidavit to supplement the answering affidavit I signed on 12 April 2019 ("the answering affidavit").

2 I repeat that I am duly authorised to make this affidavit on behalf of the First and Second Respondents.

3 The facts contained in this affidavit are within my personal knowledge, unless the contrary appears from the context, and are to the best of my belief true and correct. Where I make legal submissions, I do so on the advice of the First and Second Respondents' legal representatives. I believe their advice to be correct.

4 Confirmatory affidavits will be filed for:

4.1 The First Respondent, Mr Raymond Joseph;

4.2 Mr Jacques Louw ("Louw") of Lionel Murray Schwormstedt and Louw, the First and Second Respondents' attorney.

5 In paragraph 9 of the answering affidavit, the First and Second Respondents reserved their rights to supplement the answering affidavit further should the Court decide to entertain the application. They did so because although every effort had been made previously to provide the Court with the information it may have required to consider the application, due to urgency it had not been possible in the extremely limited time available.

6 I persist that the Applicants have not made out a cause of action and have not even identified the statements that they allege are defamatory. The First and Second Applicants do not know which statements to defend. We cannot be expected or required to prove the truth of every statement and the fairness of every comment in each of the three articles that are the basis for the application. As a result, this application must be dismissed on application.

7 I seek to highlight the following in this affidavit:

7.1 First, I provide further facts to show why the First and Second Respondents' publication of the First Applicant's use of lottery money paid to Denzhe to fund Ocean Basket franchises are true and reasonable. Some of these facts and inferences only came to my attention after the answering affidavit was filed.

7.2 Second, I provide additional supporting documents to support allegations made in respect of payments to Upbrand Properties and bring further

facts to the attention of the Court. Some of these documents came to my attention only after the answering affidavit was filed.

7.3 Third, I bring to the court's attention two recent articles published in respect of the First Applicant's apparent use of Denzhe's money to fund his personal expenses. This is important because, in the notice of motion, the Applicants seek:

7.3.1 To interdict the First and Second Respondent from removing "any and all" articles "that make any reference" to them (par 2.1); and

7.3.2 An "unconditional retraction of any and all" of the First and Second Applicants' previous articles, even those that do not form part of their founding papers (par 2.2).

7.4 The continued publication of these two articles fall within the scope of this overbroad relief sought by the Applicants. While this alone should be cause to dismiss the application, I explain below in the interests of comprehensiveness why it is true, in the public interest and reasonable to have published these two articles and why it is important in general to continue publishing articles about the use and misuse of public Lottery money. I do so to a limited extent because these new articles are not subject to attack in the founding papers.

8 I therefore respectfully seek leave to admit this supplementary affidavit. It is not to the prejudice of the Applicants. They have an opportunity to file an affidavit to respond to the allegations herein, should they wish to do so. Any further prejudice that this Court may find (and which I deny) can be cured by a cost order.

9 The documents referred to in this supplementary affidavit trickled into the possession of the First and Second Respondents in the course of journalistic investigations during the ordinary course of their work. It includes the following:

9.1 The bank statements that I tendered to the Court in paragraph 108 of the answering affidavit and which are now attached marked **"NG 27"**; and

9.2 Much of what I rely on in this affidavit is based on bank statements and other documents that came into my possession after filing the answering affidavit. I had some copies of some of these statements previously, but I was unable to verify them. Having received the verification and further statements, the First and Second Respondent, their attorney and I were able to compare the statements with documents already in our possession and obtain further documents.

10 In this supplementary affidavit I shall place evidence before this court that will show that the First Applicant:

10.1 used large sums received by Denzhe Primary Care NPO ("Denzhe") from the National Lotteries Commission for his personal benefit;

10.2 mismanaged the bank accounts of Denzhe;

10.3 made misrepresentations to the National Lotteries Commission and to this Court.

11 I have also been informed by Louw, that, as an officer of the court, he felt duty bound to bring the facts contained in this affidavit to the attention of the court.

12 For the sake of consistency and ease of reference, I shall continue numbering annexures following the last number in the founding affidavit.

THE OCEAN BASKET PAYMENTS

13 Two of the three articles annexed to the founding affidavit refer to Denzhe's money having been used to fund Ocean Basket franchises. This is true and common cause. The Applicants' version is that the First Applicant did take this money but that he subsequently repaid the amounts. I have addressed in the answering affidavit why the Applicants' evidence in support of their allegation that the money was a loan and was repaid, cannot be believed.

The alleged repayments and possible misleading of the Court

14 In addition, I have since had time to further investigate and scrutinise the documents that the Applicants in reply say constitute proof of repayment of these

Ocean Basket amounts as "loans" to Denzhe. The two proofs of payment provided by the First Applicant as proof of the repayment of the loans require further analysis:

14.1 The Denzhe FNB bank statement for the period October to November 2016 (**"NG 27"**) have reliably been leaked to us. The Denzhe bank statement shows that the account number ends in ...48493.

14.2 One of the alleged repayments was made on 7 November 2016 of an amount of R264 240.34. (**"NG 28"**, the "November Notification") This amount does not reflect in the Denzhe bank statement of the same period.

14.3 Both alleged proofs of payment (the November Notification and **"NG 29"**, the "December Notification" dated 7 December 2016) reflect the last six digits of the FNB account to which the alleged repayments were made as ...695264.

14.4 To the best of my knowledge there is no account (with FNB or otherwise) of Denzhe Primary Care NPO ending in the number ...695264.

14.5 There is however a different banking number that ends on ...695264: The profile number - not the bank account number - of Denzhe's Nedbank account that was opened on 8 December 2016.

14.6 I attach hereto marked **"NG 30"** a copy of a letter which was sent to Denzhe Primary Care NPO on 8 December 2016. The letter shows that Nedbank Limited opened an account for Denzhe Primary Care NPO on that date, with account number 1140184083, that is, the Nedbank Account. The letter further shows that Nedbank accorded to the account number 1140184083 a profile number, which is 3076695264. Quite remarkably, the last six digits of the Denzhe Primary Care NPO Nedbank profile number is ...695264, the number that appears on the proof of payment.

15 I submit that the most reasonable inference is that the proofs of payment have been manipulated to fraudulently show a bank payment.

16 In respect of the November Notification:

16.1 The November Notification appears to be issued by Nedbank Limited for a payment made on 7 November 2016, paid by RAMULIFHO LEGAL WORK to an FNB Bank account with the number ending in ...695264.

16.2 I submit that, if this application is not dismissed on application but is referred to oral evidence, I will be able to provide the evidence that will prove that:

16.2.1 a proof of payment issued by Nedbank Limited is an automated email in which only the account number and payer and payee boxes are capable of being completed by the payer;

16.2.2 the payee bank is an autofill written on the proof by Nedbank. First National Bank payees are reflected on Nedbank proof of payment as FIRST NATIONAL BANK (not the tautologous "FNB Bank");

16.2.3 the words "*Denzhe primary care NPO*" as the recipient was fraudulently inserted;

16.2.4 the words "*Anaprop property man Deposit refund*" as the recipient's reference was fraudulently inserted;

16.2.5 FNB BANK as the Bank to which the recipient's payment was made was fraudulently inserted;

16.2.6 The number ...695264 as the last six digits of the recipient's bank account number was fraudulently inserted.

16.3 Even without oral evidence, it is clear that the money has not been repaid because it does not reflect in Denzhe's bank account ("**NG 27**").

17 The December Notification suffers from similar fatal defects.

18 The Applicants have refused to provide proof that there is such a bank account number. I attach correspondence in this regard as (**"NG 31" – "NG 33"**).

18.1 On 25 October 2019, the First and Second Respondents' attorneys sought clarity from the Applicants on this bank account number discrepancy (**"NG 31"**):

> *"Ms Tshikalanga, in her affidavit refers to the payment(s), in paragraph 19, but the attached proof of payments relates to payments that were made into an FNB account ending in the number ...695264. Could your client please confirm the existence of a second Denzhe Primary Care account and explain the requirement for two accounts?"*

18.2 The Applicants' attorneys declined to provide further detail and said: *"[W]e hold instructions that the First National Bank Account previously held by our client has been closed – accordingly, our client has no current access to bank statements"* (**"NG 32"**) It appears that the Applicants' attorneys conflate the First Applicant with Denzhe. Our attorneys pointed this out in response. (**"NG 33"**). In subsequent email correspondence the Applicants' attorneys claimed that they acted for Denzhe. For the sake of brevity, I do not attach all the correspondence between the attorneys, but I will make it available at the hearing of the matter, if required.

19 In addition to all the reasons set out in the answering affidavit, it is true and in the public interest, alternatively reasonable, to publish that Denzhe's money was used to pay for Ocean Basket franchises.

20 It is also important to highlight the following questions in respect of the authenticity of the affidavit of Tshikalange (Annexure **"LR 4"** to the founding affidavit). The First Applicant claims in his reply to the Founding Affidavit that:

20.1 The payments to Ocean Basket were loans from Denzhe Primary Care NPO to him;

20.2 The loans were authorised by the board of Denzhe Primary Care NPO;

20.3 Each loan was repaid within 7 days;

20.4 These facts are confirmed by Mrs Tshikalange in an affidavit ("the Tshikalange affidavit") that he attaches to his reply and confirms to be correct. (I emphasise that we nonetheless did publish the fact that Tshikalange claimed that the money was repaid.)

21 I submit that the authenticity of the Tshikalange affidavit is suspect for the following reasons, in addition to those set out in the answering affidavit:

21.1 Firstly, it is impossible to reconcile the content of the statement Tshikalange made to the South African Police Services in November

2016 ("the SAPS statement") with her later affidavit. The SAPS statement is attached to the answering affidavit marked "NG 25";

21.2 Secondly, the Denzhe bank statements ("NG 27") for the period during which the repayments of the loans were allegedly made do not reflect the repayments;

21.3 Thirdly, as stated above, the November and December Notifications attached to the Tshikalange affidavit as proof of the repayment reflect the last six digits of the FNB account to which the alleged repayments were made as ...695264. To the best of my knowledge there is no account of Denzhe Primary Care NPO ending in the number ...695264.

21.4 Fourthly, a cursory comparison between the SAPS statement and the Tshikalange Affidavit shows a marked difference between the signatures on the two documents. This supports an inference that one of the two signatures is not that of Tshikalange.

THE UPBRAND PAYMENTS

22 In the article dated 22 November 2018, Groundup published that a "first payment" of R 7 165 000 was made to Upbrand Properties on the same day as on which it signed a R15 million building contract with Denzhe.

23 The First and Second Respondents have subsequently come into possession of the Denzhe bank statement ("**NG 27**") that show that the First Applicant, in his capacity as Chairman of Denzhe, presented false information to the National Lotteries Commission in relation to this payment:

23.1 On 17 November 2016, the First Applicant signed an application for further funds to be released in a progress report to the National Lotteries Commission. A copy of the report is herewith marked "**NG 34**".

23.2 The progress report shows that the total amount being spent during the period from the first payment of R7,500,000.00 on 19 October 2016 to 16 November 2016 was R7,165,000.00 and that a balance of R355,000.00 remained available as at 16 November 2016.

23.3 Attached to "**NG 34**", amongst other documents, was an invoice UBD003 from Upbrand Properties Proprietary Limited, herewith marked "**NG 35**", and a document purporting to be in interim bank statement in respect of the FNB Account, a copy of which I attach marked "**NG 36**".

23.4 Invoice "**NG 35**", dated 16 November 2016, shows that Upbrand Properties in invoice UBD003 invoiced an amount of R7,165,000.00, which supports the claim in the report which is "**NG 34**". The interim statement "**NG 36**" purports to show that R7,165,000.00 was paid from the FNB Account to Upbrand Properties and that on 17 November 2016 an amount of R355,000.00 was available in the account.

23.5 Each of these three documents misrepresents the facts, when compared with **"NG 27"**, the actual FNB Account statement for the same period. It is also highly suspicious that the interim statement reflects only two entries relevant to Upbrand, and not even, for example, an opening or closing balance or bank charges, much less other payments.

THE OCTOBER 2019 ARTICLES

24 Since the application was heard on 15 and 16 April 2019, the First Respondent has written two further articles about the Applicants for publication by the Second Respondent, copies of which I attach hereto marked **"NG 37"** and **"NG 38"**. These articles were substantially based on the documents referred to in this affidavit. Both articles report on how the First Applicant used Denzhe's money to fund his personal lifestyle. I provide evidence of select allegations below.

Cape Town Excursion and Luxury Shopping

25 I pause to mention that Denzhe Primary Care NPO stopped using the FNB Account in December 2016 and opened a new bank account with Nedbank Limited, with account number 1140184083 ("the Nedbank Account") (**"NG 30"**)

26 I attach hereto marked **"NG 39"**, the section from the Nedbank Account, being statement 75 and 76. The account number is the same as in **"NG 30"**. This

statement shows that over the weekend of 2 to 4 February 2018, including a cash withdrawal, R54,147.83 was expended from the Denzhe Primary Care NPO bank account, which appears to be private travelling, accommodation and entertainment. These expenses are unrelated to any business of Denzhe Primary Care NPO.

27 On 2 February 2018, the following amounts were debited to the Nedbank Account, I submit being to British Airways and South African Airways for flight tickets:

27.1 British A R 2686.49;

27.2 British A R 2686.49;

27.3 South African R 1986.09;

27.4 South African R 1986.09;

28 The sum of payments for flights is therefore R9,345.16.

29 Shortly thereafter, the following travel and accommodation related expenses were debited to the Nedbank account:

29.1 Westin Hotel Cap R9,183.60;

29.2 Comair Counter R4,207.20;

30 At the same time various sums were spent in Cape Town's Victoria and Alfred Waterfront, being:

30.1	Nike V&A	R3,807.97;
30.2	Isabelina	R24,185.00;
30.3	Willoughby	R919.00.

31 I submit that Denzhe Primary Care NPO has never had any business in Cape Town, whether over the weekend of 2 to 4 February 2018 or otherwise, and that the expenditure was for private travel, accommodation and entertainment. An internet search reveals that Nike V&A is a shop selling running shoes, Isabelina is luxury goods store and Willoughby is an up-market seafood and sushi restaurant.

Porsche Expense

32 On 6 July 2016, the Nedbank Account statement number 24 reflects a payment to the Porsche Centre in the sum of R14,617.57. The First Applicant is the owner of two Porsche motor vehicles, and it is overwhelmingly likely that the payment relates to one of these vehicles. This expense seems to be unrelated to any business of Denzhe Primary Care NPO. A copy of statement 24 is attached marked **"NG 40"**

Foreign Exchange

33 On 7 April 2017, two amounts, R37,607.83 and R29,596.53, were paid from the Nedbank Account in a card transaction in respect of Amex Forex BRO. Four days later, on 11 April 2017, another R60,000.00 was paid in a card transaction from the Nedbank Account in respect of Amex Forex BRO. A total of R127,204.36 was accordingly paid over four days from the Denzhe Primary Care NPO Nedbank Account to Amex Forex. Amex Forex refers to American Express Foreign Exchange and, I submit, the Nedbank Account was used for purchasing foreign currency. I further submit that Denzhe has no requirement to purchase foreign currency, which means that its funds were used for unrelated foreign exchange purchases. I attach marked **"NG 41"** a copy of Denzhe Nedbank statement 11 and 12, showing the foreign exchange payments.

34 I submit that the examples under this section of the affidavit shows that the First Applicant used the Denzhe funds – which are Lottery funds - as his own piggybank. If these expenses were later repaid by First Applicant, which does not appear to have happened, it amounts to flagrantly poor corporate governance. If the expenses were not repaid, theft has occurred. Either way, the reporting of the fact that Lottery funding was used to fund a lavish lifestyle of its directing mind and will instead of helping the intended beneficiaries of Denzhe,

is self-evidently in the public interest, alternatively reasonable. Based on the bank statements in our possession, it is also true.

Property purchase: Plot 448 The Farm Rietfontein 375

35 I submit that that the First Applicant unlawfully used monies received by Denzhe Primary Care NPO in the process of acquiring an expensive residential property owned by the First Applicant. I make the submission based on the following:

35.1 On 23 May 2016, the First Applicant signed an agreement to purchase a property situate at 47 Jollify Ring Road, Mooikloof Equestrian Estate, Garsfontein, Tshwane. The property is Portion 448 (a Portion of Farm 74 the Farm Rietfontein), Gauteng ("the property"). I attach marked **"NG 42"**, a copy of the Deed of Transfer. The property was transferred to the First Applicant on 27 January 2017.

35.2 **"NG 42"** shows that:

35.2.1 The purchase price of the property was R11,000,000.00 (eleven million Rand);

35.2.2 There was no bond registered over the property;

35.2.3 The transferring attorneys were Etienne Naude Attorneys, 739, Blesbok Street, Rietfontein Agricultural Holdings, Mooikloof.

35.3 As stated in the article styled *"How a hijacked organisation scored millions from the Lottery"* (Annexure F to the founding affidavit), during 2016, the First Applicant, together with his secretary Lisl Moses ("Moses") and a certain Karabo Charles Sithole ("Sithole"), were appointed as directors of the Denzhe Primary Care NPO ("Denzhe") without the knowledge of Ms Tshikalange, the owner of Denzhe. Ms Tshikalange laid a complaint of fraud with the Midrand Police when she discovered that she was no longer a signatory to Denzhe's bank account.

35.4 Following the First Applicant's, Moses's and Sithole's appointment as directors, the following relevant further events occurred:

35.4.1 On 9 September 2016, Denzhe made an application for funding the National Lotteries Commission ("NLC"). A copy of the funding application is attached hereto marked **"NG 43"**;

35.4.2 The funding application was for the establishment of a drug rehabilitation centre with sporting facilities;

35.4.3 It is common cause that the NLC subsequently approved the funding for Denzhe. On 19 October 2016, the NLC paid the first instalment of the funding to Denzhe's bank account at First National Bank, account number 62601448493 ("the FNB Account").

35.5 One day later, on 20 October 2016, two payments totalling R6,550,000.00 (six million five hundred and fifty thousand rand) were made from the FNB Account. In the bank statements produced by First National Bank of the FNB Account ("**NG 27**") the payments are described as "Internet Pmt to – Site Establishment – Lesley Ramulifho". I submit that this record on the FNB Account has the following meaning:

35.5.1 The phrase "Internet Pmt to" was automatically inserted on the bank statements in respect of all electronic fund transfers. The account holder had no control over the phrase, which was determined by First National Bank.

35.5.2 The phrase "Site Establishment" was inserted by the account holder, or person making the internet fund transfer, as a record of the purpose of the transaction.

35.5.3 The name Lesley Ramulifho was what the person effecting the payment inserted while typing the instruction for the payment in section where the payee's reference is inserted. The payee would have received the payment into its account against the reference "Lesley Ramulifho".

35.6 The inscription on the bank statement therefore shows that, in the records of Denzhe, the payments were shown as being for "site establishment" and in the records of the recipient of these payments, it

would have shown that the payment was received from or for Lesley Ramulifho, the First Applicant.

35.7 The bank statement of the FNB Account also reflects to whom email notifications were sent by the bank. In this regard the bank statements show that two email notifications were send by First National Bank to "Etienne Naude Attor". I submit that the following is therefore shown by the statements of the FNB Account:

35.7.1 On 21 October 2016, Etienne Naude Attorneys received two email notifications from First National Bank;

35.7.2 The email notifications related to the payments made on 20 October 2016.

35.7.3 Each notification would have reflected the amount, which were R1,550,000.00 and R5,000,000.00 respectively;

35.7.4 Each notification would have reflected the reference as "Lesley Ramulifho".

35.8 I further submit that the most reasonable inference is that the payment from the FNB Account to Etienne Naude Attorneys relate to the purchase of the property by First Applicant.

36 On 24 October 2019, my attorney, Louw, sent a letter to the Applicants' attorney of record, asking inter alia the following questions:

36.1 *Our clients are informed that, on 20 October 2016, Denzhe Primary Care paid two amounts from its FNB Gold Business Account 62601448493. The amounts were, R1,550,000.00 and R5,000,000.00 respectively. Would your client be able to advise for what purpose these payments were made?* and

36.2 *Our clients have further been informed that the payments referred to above were paid into the trust account of Etienne Naude Attorneys. Is this correct?*

37 The Applicants' attorneys of record responded on their behalves on 25 October 2019 stating that the Applicants denied the "insinuations", the First and Second Respondents' "assumptions.... and any negative connotations drawn" from the bank statements in the First and Second Respondents' possession.

38 Copies of the Louw and Applicants' attorneys' letters are attached hereto respectively marked **"NG 44"** and **"NG 45"**.

39 Following the response, the First Respondent wrote, and the Second Respondent published the article which is **"NG 38"** hereto. Again, the manner in

which the First Applicant spends lottery money is self-evidently in the public interest.

CONCLUSION

40 The First, Second Respondent and I, work in journalism. We do not have the powers to seize documents to conduct investigations. We have to rely on sources to provide us with information and supporting documents. We often have to make inferences based on evidence in our possession and place the relevant evidence before the public. Only if this matter is submitted to a trial court (which we submit is not necessary) will we have the powers to obtain further documents via discovery and subpoena. Nevertheless, in the public interest we have proceeded with the lawful publication of **"NG 27"** and **"NG 28"**.

41 We have sought comment from the First Applicant before publication of both articles. Given the bank statements and further evidence in our possession, it cannot be in the public interest to impose prior restraint on the First and Second Respondent, nor to direct it to remove all its publications in respect of the Applicants. The Applicants certainly make out no case therefor.

42 Accordingly, we bring the information relating to **"NG 37"** and **"NG 38"** to this court's attention and repeat our prayer to have the Applicants' application dismissed with punitive costs.

DEPONENT

I certify that the Deponent has acknowledged that he knows and understands the contents of the Declaration and that the Deponent uttered the following words: "I truly affirm that the contents of this declaration are true." I certify further that the provisions of Regulation 1258 of the 21st July, 1972, (as amended) have been complied with.

Signed and affirmed to before me at CAPE TOWN on this the 28th day of November 2019

Ex Officio Commissioner of Oaths

AYESHA AREND
COMMISSIONER OF OATHS
PRACTISING ATTORNEY, R.S.A
GENERAL BUILDING 8TH FLOOR
42 BURG STREET, CAPE TOWN
TEL: (021) 422 2334

JFL 9

IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

CASE NO: 23291/19

In the matter between:

LESLEY NKHUMBULENI RAMULIFHO	**FIRST APPLICANT**
RAMULIFHO INCORPORATED ATTORNEYS	**SECOND APPLICANT**

And

RAYMOND JOSEPH	**FIRST RESPONDENT**
GROUND UP	**SECOND RESPONDENT**
THE CITIZEN NEWSPAPER	**THIRD RESPONDENT**
THE NATIONAL LOTTERY	**FOURTH RESPONDENT**
THE DAILY DISPATCH NEWSPAPER	**FIFTH RESPONDENT**

REPLYING AFFIDAVIT: FIRST AND SECOND RESPONDENTS' SUPPLEMENTARY AFFIDAVIT

I, the undersigned,

LESLEY NKHUMBULENI RAMULIFHO,

do hereby make oath and say:

1.1 I am a major businessman and attorney, practicing as such as the sole director of the second applicant. I am the first applicant herein, and I make this affidavit on my own behalf and on behalf of the second applicant, being duly authorised thereto.

1.2 The facts herein contained fall within my personal knowledge, unless otherwise stated or as may otherwise appear from the context in which they are stated and are, to the best of my knowledge, both true and correct.

1.3 Any averments or submissions of a legal nature herein are made on the advice of our legal representatives, which advice we have accepted as correct.

1.4 I have read the supplementary affidavit filed by the first and second respondents, and now answer thereto in the paragraphs hereunder.

1.5 Any allegations made by the first and second respondents, to which I do not reply, must not be construed as being admitted, but as being denied.

1.6 All annexures hereto are, with respect, to be read as if the content thereof is specifically repeated herein.

1.7 References to "Geffen", the deponent, herein below, refer to the deponent, and the first and second respondents, jointly, save where the contrary is specifically indicated.

2.

AD PARAGRAPH 1

I admit Geffen's intention.

3.

AD PARAGRAPH 2

This paragraph is not denied.

4.

AD PARAGRAPH 3

I deny that the contents of the supplementary affidavit are all true and correct and say, with respect, that the allegations made by Geffen are largely, and unjustifiably, speculative and incorrect, as I shall demonstrate in the paragraphs below, and which is admitted on Geffen's own version.

5.

AD PARAGRAPH 4

The affidavits to which reference is made in this paragraph are attached to the supplementary affidavit.

6.

AD PARAGRAPH 5

There was never any such right as alleged. I say, with respect, that the eight months that it took Geffen to produce his supplementary affidavit underline his *mala fides*, pointing strongly to the casual manner he ascertained the alleged '*truth*' of his spate of defamatory articles (which is denied).

7.

AD PARAGRAPH 6

7.1 This paragraph is denied.

7.2 Geffen is well aware of the identity and content of the defamatory articles, his attention having been drawn thereto in our founding affidavits.

7.3 Annexed hereto, marked collectively as "**LR1**", are further defamatory statements and defamatory articles Geffen caused to be published, in circumstances where his attention had specifically been drawn to the defamatory content thereof.

7.4 Notably, the content of the articles is highly repetitive, save for a few unfounded and unjustified assertions made therein.

8.

AD PARAGRAPHS 7.1, 7.2

8.1 Geffen is not entitled to raise any facts, or produce any documents, which existed before he made his answering affidavit; what Geffen attempts is to produce further spurious argument why his version should be entertained.

8.2 Needless to say, Geffen fails to specify sufficiently, or at all, which alleged new facts and documents came to his attention after the answering affidavit was filed.

8.3 Upbrand Properties was the construction company used by Denzhe to build its rehabilitation centre, of which Geffen would have been aware if he did any proper research, which he clearly did not.

9.

AD PARAGRAPH 7.3–7.3.2

9.1 The allegation that I used Denzhe's money to fund my personal expenses is an obvious, and intentional, distortion of the truth.

9.2 The interdict seeks to have the online defamatory articles removed, not all the articles ever published.

9.3 What is, with respect, apparent is that Geffen seeks again to justify his defamation, in circumstances where there is no justification for his conduct.

10.

AD PARAGRAPH 7.4

10.1 The relief sought is, with respect, reasonable and justified. The defamatory allegations are obvious, and have been highlighted.

10.2 There was never any misuse of public funds, of which—of necessity—Geffen must have been aware or would have become aware if he did any proper research, which he evidently did not.

10.3 All defamatory online articles are the subject of this application; the new articles clearly establishing a pattern of unjustified attack against the second respondent and I.

10.4 I say, with respect, that if the respondents are not wholly interdicted from defaming us, they will continue to publish there already much repeated, untrue, and defamatory allegations.

10.5 I point out, with respect, that Geffen continues to defame us in his new affidavit.

11.

AD PARAGRAPH 8

Although Geffen has failed to justify condonation of his new affidavit, I am disposed to allow same due to certain allegations made therein, which are to our benefit.

12.

AD PARAGRAPHS 9–9.2

12.1 Geffen should never have written or permitted to be written defamatory articles on the strength of a "*trickle*" of documents.

12.2 It is noteworthy that Geffen refuses to identify the nature, identity, and source of these unspecified documents (other than "*bank statements*"), which severely damages his credibility.

12.3 He likewise fails to reveal any detail regarding the alleged "*journalistic investigations*".

12.4 The vagueness of the allegations made in paragraph 9.2 speaks, with respect, for itself.

AD PARAGRAPHS 10–10.3

13.1 Geffen fails to convince, as I shall demonstrate.

13.2 These allegations are denied in the strongest possible terms.

AD PARAGRAPH 11

Louw, whose privilege is limited, is not a party to these proceedings. It would seem, regrettably, that he participates in the defamation, and seeks to impugn me as an officer of this court.

15.

AD PARAGRAPH 12

This paragraph is noted.

16.

AD PARAGRAPH 13

16.1 I persist in the truth of my averments.

16.2 Geffen's allegations here, and in his answering affidavit, lack substance and veracity.

17.

AD PARAGRAPHS 14–15

17.1 Once again, Geffen does not take this Honourable Court into his confidence by revealing his alleged investigations and the nature of the alleged documents.

17.2

17.2.1 Prior to the changes in management of **DENZHE PRIMARY CARE NPO**, it held a bank account at First National Bank.

17.2.2 Due to what I can only assume to be confusion, and an unfounded attempt to obtain such funds for herself, Takalani Patricia Tshikalange, the former chair of Denzhe, attempted to access the First National Bank account, opened by its then directors/members after the grant was provided by the fourth respondent, and the bank accordingly froze access thereto.

17.2.3 An urgent application—under case number: 54724/2016 —was subsequently lodged in the Pretoria Central Magistrate's Court on 11th of November 2016 for a *mandament van spolie*, in order to regain access to the account, which was granted.

17.2.4 The funds were then transferred to the Trust account of **ETIENNE NAUDE ATTORNEYS**, where they were held until a new bank account could be opened for Denzhe—a process which takes quite some time when it comes to Non-Profit Organizations.

17.2.5 The confirmatory affidavit of Mr Etienne Naude is annexed hereto marked **"LR2"**.

17.2.6 Denzhe previously held a Money Market account, as the same provides for more interest.

17.3 I attach hereto a copy of the October/November 2016 bank statements for Denzhe's Money market Account, with account number ending in **...695264**, as annexure **"LR3"** hereto.

17.4

17.4.1 It is evident, with respect, that the Money Market account number accords with the account into which I repaid the funds I loaned from Denzhe.

17.4.2 The account further confirms, unequivocally, receipt of my repayment of my loan.

17.5 I pause to point out that I have redacted portions of account numbers pertaining to most attachments hereto, for obvious reasons.

17.6 I record also that the purchase of an ocean basket franchise costs approximately R 4 500 000, 00, and point out, with respect, that the loans (which I duly repaid) were an insignificant portion of the purchase price of that franchise.

17.7

17.7.1 In his obvious haste to publish stories he believed would generate interest, Geffen repeatedly relied at best on unfounded assumptions, without proper research and investigation, and cannot pretend innocence.

17.7.2 I say further, with respect, that if Geffen had obtained the statements on which he relies from a reliable source, he would inevitably have obtained Denzhe's Money Market statements also.

17.8

17.8.1 In the premises, Geffen's '*submission*' (at paragraph 15) that the proofs of payment were manipulated to fraudulently show a bank

account is spurious, scandalous, defamatory, and actionable as such.

17.8.2 Geffen is, with respect, *mala fide*.

18.

AD PARAGRAPHS 16–17

18.1 As before, Geffen grasps at straws in attempting to defend himself.

18.2 His articles are based as much on unfounded ill-researched assumption as are his allegations in this affidavit.

18.3 Annexure **"LR3"** hereto is, with respect, the final answer to Geffen's allegations.

18.4 It is noteworthy that Geffen fails completely to attach the evidence he suggests will prove his allegations. The reason therefor I say, with respect, is that there is no such evidence, to Geffen's knowledge.

18.5 Suffice it to say that Geffen's ill-reasoned conclusions are unjustified, and are denied, and that he caused his scandalous articles to be published well knowing that he should not have done so.

19.

AD PARAGRAPH 18

19.1 It does not fall to me, with respect, to entertain Geffen's fishing expeditions.

19.2 On his version (at paragraph 14.1), he has a '*reliable*' source, who provided him with certain of Denzhe's bank statements.

19.3 It is clear, with respect, that this '*source*' is probably non-existent.

19.4 Our attorneys in fact act for Denzhe.

19.5 It is surprising, with respect, that Geffen was not advised that he cannot simply hand up documents not dealt with in affidavits.

20.

AD PARAGRAPH 19

20.1 On his own version, Geffen lacks facts supporting the conclusion that Denzhe's funds were used to buy more than a fraction of one franchise.

If he claims otherwise, he concedes that his research was sparse, to non-existent.

20.2 I say, with respect, that to Geffen's knowledge, the publication of the relevant offensive articles was wholly unjustified, and that he accused me publicly of fraud, theft and dishonesty knowing that he could not justify those allegations.

21.

AD PARAGRAPHS 20–20.4

My averments are true and correct in every way.

22.

AD PARAGRAPHS 21, 21.1

22.1 The Money Market statement attached to this affidavit proves that Thikalange was truthful about the money being repaid.

22.2 Either the SAPS statement was not made by Tshikalange, or she sought to obtain control of the account after Denzhe was transferred, in an effort to obtain the funds therefrom for herself.

22.3 The relevant Money Market account in fact ends in the digits ...695264. Armed with that information Geffen could, and should, have investigated whether there was such an account held by Denzhe.

22.4 A senior editor has no excuse for not doing so.

22.5 Once again, with respect, Geffen grasps at straws in an attempt to escape the consequences of his wholly unjustified actions.

23.

AD PARAGRAPHS 21.2, 21.3

I have already dealt with the question of Geffen's failure to investigate the existence of another banking account held by Denzhe.

24.

AD PARAGRAPH 21.4

24.1 In my many encounters with Tshikalange, her signature always seemed to be changing and/or slightly different.

24.2 Annexed hereto marked "**LR4**" and "**LR5**" are the certificate of registration of Denzhe, and the last resolution undersigned by Mrs Tshikalange.

24.3 Her signatures differ on both documents.

24.4 Geffen's failure to produce the evidence of a handwriting expert displays his lack of faith in his own non-point.

25.

AD PARAGRAPH 22

25.1 Save to deny Geffen's inferences and allegation, the content hereof is admitted.

25.2 Annexed hereto marked **"LR6"** is a copy of the agreement entered into by Denzhe with Upbrand Properties.

25.3 Photographs taken during the construction of the shelter by Upbrand Properties for Denzhe are annexed hereto marked collectively as **"LR7"**, from which it can be seen that actual construction took place in accordance with that agreement.

25.4 It is very clear, with respect, that Geffen did not once take the trouble to contact Upbrand Properties, which he certainly should have done. It cannot be denied, with respect, that little to no research was ever done or considered by Geffen.

25.5 I confirm that the photographs hereto attached were duly taken by myself.

25.6 I further attach hereto as annexure **"LR8"** a confirmatory affidavit by the director of Upbrand Properties, at the relevant time.

26.

AD PARAGRAPH 23

26.1 I point out, with respect, that Geffen conceals when he came into possession of the bank statement on which he relies so vociferously.

26.2

26.2.1 Geffen fails to appreciate that interim bank statements are not final bank statements.

26.2.2 An interim statement is drawn for a specified date range, and most often, does not take bank charges *and/or* any uncleared transactions into account.

26.3 I repeat, with respect, that it is manifestly evident that Geffen did not once take the trouble to contact Upbrand Properties, which he certainly should have done, and that it cannot be denied, with respect, that little to no research was ever done or considered by Geffen.

26.4 The payments made to Upbrand Properties were proper, and are admitted (self-same further confirmed by annexure **"LR8"** hereto).

26.5 Without current access to the closed bank account, I cannot comment, or confirm, any aspect regarding the veracity of the statement.

26.6 It is notable, and suspicious, that the respondent is in possession of what purport to be stamped bank statements, whilst same are almost illegible, and are stamped by an unidentified '*forex*' counter—which is unable to provide such bank statements; that department working solely with trading *and/or* foreign exchange transactions.

26.7 Further, and equally suspiciously, the attached purported statement's account number begins with a 5, whereas the actual First National Bank account number begins with a 6.

26.8 Suffice it to say that Geffen's '*inferences*' are denied.

27.

AD PARAGRAPH 24

27.1 Save to admit that further articles were written and published, the remainder hereof is denied. Geffen confirms, on at least 2 occasions, that his submissions are based on assumptions, which damages his case severely.

27.2 It is noteworthy, with respect, that Geffen seeks only to provide evidence of "*select*" allegations, and not all. The reason therefor, with respect, can only be that Geffen has little to no '*evidence*'.

28.

AD PARAGRAPH 25

28.1 This paragraph is admitted.

28.2 The release of these funds was necessitated by the aforesaid urgent applications.

28.3 It is noteworthy that Geffen has knowledge of this account, but strangely reveals no knowledge of the Money Market account.

28.4 It is inconceivable, with respect, that Geffen could have obtained knowledge of these bank accounts but not the Money Market account.

29.

AD PARAGRAPH 26

29.1 I deny that the withdrawal of the funds were not related to Denzhe's business and were used for private travelling.

29.2 At that time, a team of four of Denzhe's members travelled to Cape Town in order to visit multiple non-profit rehabilitation centers for research purposes.

29.3 The purpose of the visit was not only to take cognizance of furnishings and constructions guidelines, but also to ascertain how a rehabilitation center must be established to run in the long-term; Denzhe, and its board, deemed it fruitless to construct a rehabilitation center, if same should have to be shut down thereafter.

29.4 Once again, with respect, Geffen grasps at straws he overlooked when making his answering affidavit.

AD PARAGRAPHS 27–31

30.1 The content hereof is admitted.

30.2 The tickets were procured for travel to and/or from Cape Town (SAA, British Airways, and Com-Air). Flights were selected and booked on considerations of the best prices; not on considerations of the group travelling together.

30.3 The Western Cape Hotel (if recollection serves) was used to provide accommodation for all of us.

30.4

30.4.1 One of the members of our team travelled to Cape Town in high-heels. Most rehabilitation centers are not within the confines of the city and require some walking on sand roads.

30.4.2 We had to purchase appropriate shoes for her, which we did, of necessity, which is allowable under the heading of uniforms.

30.4.3 Isabelina is a business selling furniture and interior decorations.

30.4.4 With rehabilitation centers having the intention of housing persons requiring not only assistance with drug and substance abuse, but also with psychological issues, it was necessary to

consider and provide comfortable interiors for the envisaged centre.

30.4.5 An order was accordingly placed.

30.5 Willoughby is a restaurant in Cape Town, where we ate. Approximately R 900.00 is a reasonable price to pay for a meal for four people.

30.6

30.6.1 Geffen's repetitive scandalous allegations are made in the absence of his knowledge of the functioning of non-profit organizations, such as Denzhe, which again points to his lack of research and care.

30.6.2 Annexed hereto marked **"LR9"** is a copy of a grant application form, which requires a detailed financial projection and/or budget, much like a business plan.

30.6.3 As long as reference is made to the travel and well-being/care of staff, and the budget so approved, the funds cannot, in any way shape or form be deemed misused. This was done, but I no longer have a copy of the form submitted, it having been approximately 4 years since the proposal was submitted.

AD PARAGRAPH 32

31.1 Instead of wasting public funding on purchasing a vehicle for Denzhe, I used my private vehicle.

31.2 While using my vehicle in Denzhe's service, in driving to the construction site of its rehabilitation centre, I inadvertently hit a brick rock on a dirt road, resulting in damage to one of its wheels, which had to be replaced.

31.3 Accordingly, such replacement was paid for by Denzhe, the vehicle having been used in the course and scope of furthering its objectives of Denzhe, and provision therefor having been made in its initial budget (under travel).

31.4 I pause to point out that Geffen's new intricate (although less than accurate) knowledge of my personal life, inclusive of my vehicles points to a sudden interest therein, clearly in an attempt to save himself from the consequences of intentionally and continuously defaming me. If only he had employed some of that energy in doing proper research before he published his offensive articles.

AD PARAGRAPHS 33, 34

32.1 Save to admit that certain funds were paid into an international account, the remainder of this paragraph, including its further unfounded, untrue, wrongful, and defamatory comments, are denied.

32.2 The true facts are that Denzhe ordered and paid deposits for beds for its rehabilitation center from a Chinese supplier, which resulted in an enormous saving on the cost of the same beds available in South Africa.

32.3 Once again, Geffen relies on pure speculation, without doing any proper research.

33.

AD PARAGRAPH 35

33.1 Geffen's conclusions are wrong, and are denied.

33.2 The true facts, and short answer to Geffen's scandalous allegations, are as follows:

33.2.1 The Denzhe funds transfer to Etienne Naude Attorneys was in terms of the aforesaid order of the magistrates court, and the explanation I have already provided.

33.2.2 Regarding the purchase of my property, I confirm that I purchased the said property outright, and that same was not subject to a bond.

33.2.3 I own many properties, and utilized an access bond from one, in order to partially fund the purchase of the property in question, which is an often used practice to prevent incurring unnecessary interest on multiple bonds.

33.2.4 Annexed hereto marked **"LR10"** is a copy of a statement reflecting such payment in the amount of R 1 500 000, 00.

33.2.5 Annexed hereto marked **"LR11"** is a proof of payment I made in the sum of R 2 200 000, 00.

33.2.6 Annexed hereto marked **"LR12"** is a proof of payment I made in the sum of R 8 000 000, 00.

33.2.7 Annexed hereto marked **"LR13"** is a proof of payment I made in the sum of R 700 000, 00.

33.2.8 The aforesaid payments amount to R 12 400 000.00. Geffen fails again to succeed in blackening my name, which is, with respect, his obvious intention.

AD PARAGRAPHS 36–39

34.1 I admit the letters, but deny Geffen's insinuations.

34.2 I attach hereto, marked collectively as **"LR14"**, the complete set of correspondence in this regard.

34.3 Geffen obfuscated the issue by his allegations regarding Denzhe's account.

34.4 In this regard, my attorney of record confirms that he not only acts on behalf of the applicants herein, but also on behalf of Denzhe in separate litigation.

34.5 His confirmatory affidavit is annexed hereto marked **"LR15"**.

34.6 Notably, with respect, Geffen in the letter states that he has been "*informed*" of transactions when, as appears from the further correspondence (annexure "LR14" hereto) and the affidavit at hand, it is clear that he is already in possession of the said statements, but proffers no explanation therefor.

34.7 I say, with respect, that Geffen contents himself with fishing expeditions and sparse to no information in his continuing attempt, albeit unsuccessfully, to justify his *mala fides*.

35.

AD PARAGRAPHS 40

35.1 Geffen's conduct in placing scandalous and untrue allegations before the public, based on untested allegations, and a minimal to no research is unjustifiable.

35.2 I have pointed out, with respect, the succession of vague and speculative allegations he makes in this, and his other affidavit, which evidences unquestionably his lack of *bona fides,* and amplifies the only reasonable conclusion, which is that his publications in question are obliviously defamatory.

35.3 When asking for comment, Geffen received appropriate comment denying his allegations.

35.4 Geffen's obvious *modus operandi* in opposing this application has been to produce as much documentation as he thinks will serve his case, by twisting and misrepresenting the contents thereof without adducing any facts justifying his spurious '*inferences*', which is untenable, and by

launching a scathing attack on my firm and I, to draw the attention away from his obvious misconduct.

35.5 It is not the task of journalists to actively, and maliciously prosecute publicly law-abiding citizens, to generate unjustified sensationalism, as in the present instance.

35.6 Geffen's request for a punitive costs order does not impress.

WHEREFOR, I PERSIST IN MY APPLICATION

DATED AT PRETORIA ON 5TH MARCH 2020

DEPONENT

I HEREBY CERTIFY THAT THE DEPONENT HAS ACKNOWLEDGED THAT HE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS AFFIDAVIT, WHICH WAS SIGNED AND SWORN BEFORE ME AT PRETORIA ON 5TH MARCH 2020: THE REGULATIONS CONTAINED IN GOVERNMENT NOTICE NO. R 1258 OF 21 JULY 1972, AS AMENDED, HAVING BEEN COMPLIED WITH— THE DEPONENT HAVING ACKNOWLEDGED THAT HE UNDERSTANDS THE CONTENTS OF THIS AFFIDAVIT, HAS NO OBJECTION TO TAKING THE PRESCRIBED OATH, AND CONSIDERS THE OATH TO BE BINDING ON HIS CONSCIENCE

WERNER PRINSLOO
Commissioner of Oaths / Kommissaris Ede
Ex Officio
Practicing Attorney / Praktiserende Prokureur RSA
Garsfontein Kantoor Park 32
Jacqueline Rylaan 645, Garsfontein Pretoria

COMMISSIONER OF OATHS

FNB
First National Bank

how can we help you?

Olympus Plaza
P.O. Box 2782
Olympus Plaza, Faerie Glen 0043
Branch Code 258155

"LR3"

Customer VAT Registration Number : Not Provided
Bank VAT Registration Number : 4210102051

Tax Invoice/Statement Number : 7

Statement Period :31 October 2016 to 30 November 2016
Statement Date :31 October 2016

Computer Generated Copy Tax Invoice

88ST7 190739

*DENZHE PRIMARY CARE
645 JACQUELINE STREET
GARSFONTEIN
MENLO
00081
LESLEYRAM@TELKOMSA.NET

Money Market Account [redacted]0695264

Summary in Rand		ZAR
Opening Balance		150,000.00 Cr
Funds Received (Credits)	2	535,000.34 Cr
Cash Deposits	0	0.00
Other Deposits	0	0.00
Inter-Account Transfers In	2	535,000.34 Cr
Electronic Payments Received	0	0.00
Funds Used (Debits)	0	0.00 Dr
Cash Withdrawals (Branch)	0	0.00
Cash Withdrawals (Other)	0	0.00
Cheques Processed (Non Cash)	0	0.00
Debit Orders/Scheduled Payments	0	0.00
Account Payments	0	0.00 Dr
Inter-Account Transfers Out	0	0.00 Dr
Card Purchases (Swipes)	0	0.00
Fuel Purchases	0	0.00
Bank Charges	0	0.00 Dr
Service Fees	0	0.00
Cash Deposit Fees	0	0.00
Cash Handling Fees	0	0.00
Other Fees	1	14.10 Dr
Other Entries		
Interest on Credit Balance	0	0.00
Interest on Debit Balance	0	0.00
Inward Unpaid Items	0	0.00
Unpaid Cheques and Debits	0	0.00
Refunds/Adjustments	0	0.00
Closing Balance		685,240.34 Cr
Overdraft Limit		0.00

Contact us

e-Mail	info@fnb.co.za
Web	fnb.co.za
Lost Cards	087-575-9406
Account Enquiries	087-575-9479
Fraud	087-311-8607

Updated Terms and Conditions: Your transactional account terms and conditions have been updated. You can access the updated terms and conditions on our website.

Debit Interest Rates (Non NCA)
24.00%

Pricing Option: Your account is on the Business Single Fee pricing option. For more information, Contact Us or visit our website.

CSZ2001Z2T1393137

Delivery Method E1 R05
EN/31/INV/DDA AA
983

586749

MONEY MARKET ACCOUNT: [redacted]0695264 Tax Invoice/Statement Number : 7

Date	Description			Amount	Balance	Accrued Bank Charges
	Opening Balance				150,000.00Cr	
25 Oct	FNB App Transfer From	Anaprop Refund	Lesley	264,240.34Cr	414,240.34Cr	
23 Nov	FNB App Transfer From	OB Joining Fee Refund	Lesley	271,000.00	685,240.34Cr	
	Closing Balance				685,240.34Cr	

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

Inclusive of VAT @ 15.00% = R 34.71 Dr
Total VAT Charged : R 34.71 Dr

First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.
An Authorised Financial Services and Credit Provider (NCRCP20).

On 23 November 2016, the Prime Lending Rate changed to 10.25%. This may impact the rate on any of your credit facilities.

Delivery Method E1 R05
EN/31/NV/DDA AA
983

586750

"LR2"

IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

CASE NO: 23291/19

In the matter between:

LESLEY NKHUMBULENI RAMULIFHO	**FIRST APPLICANT**
RAMULIFHO INCORPORATED ATTORNEYS	**SECOND APPLICANT**

And

RAYMOND JOSEPH	**FIRST RESPONDENT**
GROUND UP	**SECOND RESPONDENT**
THE CITIZEN NEWSPAPER	**THIRD RESPONDENT**
THE NATIONAL LOTTERY	**FOURTH RESPONDENT**
THE DAILY DISPATCH NEWSPAPER	**FIFTH RESPONDENT**

CONFIRMATORY AFFIDAVIT

I, the undersigned,

ETIENNE NAUDE,

do hereby make oath and say:

EN

1.1 I am a major male attorney, practicing as such under the name and style of **ETIENNE NAUDE ATTORNEYS**, with principal place of business at 739 Biesbok street, Rietfontein, Mooiklof, Pretoria

1.2 The facts herein contained fall within my personal knowledge, unless otherwise stated or as may otherwise appear from the context in which they are stated and are, to the best of my knowledge, both true and correct.

2.

I have read the **REPLYING AFFIDAVIT: FIRST AND SECOND RESPONDENTS' SUPPLEMENTARY AFFIDAVIT** (as deposed to by **LESLEY NKHUMBULENI RAMULIFHO** on 05 March 2020) and confirm that the contents thereof, insofar as reference has been made to myself, are both true and correct.

WHEREFOR, I PRAY THAT THE NOTICE OF MOTION, AS SOUGHT BY THE APPLICANTS, BE GRANTED.

DATED AT PRETORIA ON 5 MARCH 2020

EM

DEPONENT

I HEREBY CERTIFY THAT THE DEPONENT HAS ACKNOWLEDGED THAT HE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS AFFIDAVIT, WHICH WAS SIGNED AND SWORN BEFORE ME AT PRETORIA ON 5 MARCH 2020: THE REGULATIONS CONTAINED IN GOVERNMENT NOTICE NO. R 1258 OF 21 JULY 1972, AS AMENDED, HAVING BEEN COMPLIED WITH— THE DEPONENT HAVING ACKNOWLEDGED THAT HE UNDERSTANDS THE CONTENTS OF THIS AFFIDAVIT, HAS NO OBJECTION TO TAKING THE PRESCRIBED OATH, AND CONSIDERS THE OATH TO BE BINDING ON HIS CONSCIENCE

COMMISSIONER OF OATHS

WERNER PRINSLOO
Commissioner of Oaths / Kommissaris Ede
Ex Officio
Practicing Attorney / Praktiserende Prokureur RSA
Garsfontein Kantoor Park 32
Jacqueline Rylaan 645, Garsfontein Pretoria

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SEËLREG
STAMP DUTY R.....
FEES R R2 750 00

JFL 10

Etienne Naude Attorneys
739 Blesbok Street
Rietfontein Agricultural Holdings
Mooikloof

Prepared by me

CONVEYANCER
Etienne Jacques Naude

T 000004219 / 2017

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

ANNETTE JOHANNA LOUW

appeared before me, REGISTRAR OF DEEDS at PRETORIA, he the said Appearer being duly authorised thereto by a Power of Attorney signed at PRETORIA on 6 JANUARY 2017 and granted to him by

STEPHANUS JOHANNES POTGIETER NEL
Identity Number 4303235034083
and
JOHANNA MARIA NEL
Identity Number 4210050015081
Married in community of property to each other

And the Appearer declared that his said principal had truly and legally sold on 23 May 2016 and that he, the said Appearer, in his capacity aforesaid, did, by these presents, cede and transfer to and on behalf of

NKHUMBULENI LESLEY RAMULIFHO
Identity Number 8005115293087
Unmarried

his Heirs, Executors, Administrators or Assigns, in full and free property

PORTION 448 (A PORTION OF PORTION 74) OF FARM RIETFONTEIN 375 REGISTRATION DIVISION JR, PROVINCE OF GAUTENG

MEASURING 1,0000 (ONE COMMA ZERO ZERO ZERO ZERO) Hectares

FIRST REGISTERED BY CERTIFICATE OF CONSOLIDATED TITLE NO T9318/1995 WITH Diragram SG No. A 12052/1994 annexed and held by DEED OF TRANSFER T.53537/2005

SUBJECT to the following conditions:

1. Die voormalige Restant van die Plaas Rietfontein 375 J.R. (waarvan die eiendom hiermee getransporteer 'n gedeelte vorm) is onderhewig aan die volgende voorwaardes:

A. The owner of the aforementioned Remaining Extent of the said farm Rietfontein 375, Registration Division J R, measuring as such 980,2195 hectares (of which the property hereby transferred forms a portion) is subject and entitled to the following conditions:

(a) The owner of the aforesaid Remaining Extent and the owner of certain portion in extent 1316,4540 hectares of the said farm Rietfontein transferred to Daniel Jacobus Elardus Erasmus by Deed of Transfer T239/1895 have equal rights to the water in the watercourse or spruit forming the boundary line between the two portions as will appear from the diagrams thereof; they have also the exclusive right to construct dams extending from bank to bank in the said watercourse or spruit and the right to take out waterforrows on their respective portions.

(b) By virtue of order of Water Court dated 4th March 1947 and Agreement dated 17th March 1947, registered under No 242/1947-S, the said Remaining Extent is entitled to certain water rights more fully described in the said Agreement.

(c) The said Remaining Extent is subject to certain Order of the Water Court dated 24 August 1949, and Agreement filed therewith registered under no 620/1949-S".

2. Die eiendom hiermee getransporteer, asook gedeelte 76 tot en met 188 en 190 tot en met 639 van gedeelte 74 van die Plaas Rietfontein 375, Registrasie Afdeling J.R. Gauteng

sal geregtig wees tot 'n serwituut van reg van weg vir paddoeleindes en perdrylane langs sodanige roetes as waarop ooreengekom sal word oor die restant van tyd tot tyd van gedeelte 74 van die plaas Rietfontein 375, Registrasie Afdeling J.R. Gauteng, gehou kragtens Sertifikaat van Verenigde Titel 9318/1995, ooreenkomstig die toestemming tot onderverdeling deur die Raad van Plaaslike Bestuursaangeleenthede.

3. EN VERDER ONDERHEWIG aan die voorwaarde dat die eiendom hiermee getransporteer nie vervreem mag word sonder skriftelike bevestiging van Mooikloof Eienaarsvereniging Ingelyf kragtens Artikel 21) Nr 96/15680/08 dat die Transportnemer 'n lid is van gemelde Vereniging en dat hy aan die voorwaardes van die statute daarvan voldoen het.

SUBJECT to such conditions as are mentioned or referred to in the aforesaid Deed/s.

WHEREFORE the Appearer, renouncing all rights and title which the said

STEPHANUS JOHANNES POTGIETER NEL and JOHANNA MARIA NEL, Married as aforesaid

heretofore had to the premises, did in consequence also acknowledge them to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

NKHUMBULENI LESLEY RAMULIFHO, Unmarried

his Heirs, Executors, Administrators or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of R11 000 000,00 (ELEVEN MILLION RAND).

IN WITNESS WHEREOF, I the said Registrar, together with the Appearer q.q., have subscribed to these presents and have caused the Seal of Office to be affixed thereto.

THUS DONE AND EXECUTED at the Office of the REGISTRAR OF DEEDS at PRETORIA on

27 01 17

q.q.

In my presence

REGISTRAR OF DEEDS

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Etienne Naude Attorneys
739 Blesbok Street
Rietfontein Agricultural Holdings
Mooikloof

Prepared by me

CONVEYANCER
Etienne Jacques Naude

POWER OF ATTORNEY TO PASS TRANSFER

We, the undersigned

STEPHANUS JOHANNES POTGIETER NEL
Identity Number 4303235034083
and
JOHANNA MARIA NEL
Identity Number 4210050015081
Married in community of property to each other

do hereby nominate, constitute and appoint Annette Johanna Louw AND/OR Mariana Pera AND/OR Nakkie du Toit AND/OR Nichola du Toit AND/OR Etienne Jacques Naude

with power of substitution to be the true and lawful Attorney/s and Agent/s of the Transferor to appear before the REGISTRAR OF DEEDS at PRETORIA and there to declare that we did on 23 May 2016 sell to:-

NKHUMBULENI LESLEY RAMULIFHO
Identity Number 8005115293087
Unmarried

for the sum of R11 000 000,00 (Eleven Million Rand) the below mentioned property, namely-

PORTION 448 (A PORTION OF PORTION 74) OF FARM RIETFONTEIN 375 REGISTRATION DIVISION JR, PROVINCE OF GAUTENG

MEASURING 1,0000 (ONE COMMA ZERO ZERO ZERO ZERO) Hectares

HELD BY Deed of Transfer Number T53537/2005

and further cede and transfer the said property in full and free property to the said Transferee; to renounce all right, title and interest which the Transferor heretofore had in and to the said property, to promise to free and warrant the said property and also to clear the same from all encumbrances and hypothecations according to law, to draw, sign and pass the necessary acts and deeds, or other instruments and documents; and generally, for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, to all intents and purposes, as the Transferor might or could do if personally present and acting therein; hereby ratifying, allowing and confirming all and whatsoever the said Agent/s shall lawfully do or cause to be done in the premises by virtue of these presents.

Signed at PRETORIA on 6 JANUARY 2017

in the presence of the undersigned witnesses.

AS WITNESSES :

1. _____ X _____
STEPHANUS JOHANNES POTGIETER NEL

2. _____ X _____
JOHANNA MARIA NEL