8.2 APPLICATION TO EXTEND THE TERM OF THE LEASE AGREEMENT BETWEEN THE MUNICIPALITY AND STELLENBOSCH VLIEGVELD MAATSKAPPY – RESCINDING OF COUNCIL RESOLUTION

File number : *7/2/2/1/1/31*

Compiled by : *Director: Planning & Economic Development*

Report by : *Acting Municipal Manager*

Delegated Authority : *Council*

Strategic intent of item

Preferred investment destination	X
Greenest Municipality	
Safest Valley	
Dignified Living	
Good Governance	X

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1. PURPOSE OF REPORT

To consider the disposal of the Stellenbosch Airport through a long term lease. Item is **recommended for approval**.

2. BACKGROUND

2.1 Latest decision

The matter previously served in Council (Item 8.4 MINUTES 23RD MEETING OF THE COUNCIL 2014-09-23 OF STELLENBOSCH MUNICIPALITY)

The purpose then was: "*To consider the extension of the term of the Lease Agreement between Stellenbosch Municipality and Stellenbosch Vliegveld Maatskappy.*"

At this meeting it was "*RECOMMENDED that the current lease period not be extended, as requested by the Stellenbosch Flying Club*."

It was "*RESOLVED (majority vote) that this matter be referred back to allow the Administration to provide all relevant information, whereafter same be resubmitted to Council for consideration.*

Councillors DA Hendrickse and M Wanana requested that their votes of dissent be minuted.

(ACTING DIRECTOR: HUMAN SETTLEMENT TO ACTION)"

2.2 Motion by Councillor E.L. Maree

A notice of motion dated 2013-11-26 was received from Councillor E. L. Maree, requesting that the term of the Lease Agreement between Stellenbosch Municipality and Stellenbosch Vliegveld be extended. The said motion was considered by Council on 2014-06-25. Having considered the motion, Council resolved as follows:

"*a) that the application to extend the term of the lease agreement between the Municipality and "Stellenbosch Vliegveld Maatskappy" in respect of Farm 502L Stellenbosch from 31 March 2012 to 31 March 2014, be investigated; and*

b) that the Administration be commissioned to draft an item and include all particular annexures for consideration at the next meeting of Council."

2.3 Current Lease Agreement

The current Lease Agreement was concluded on the 10th of February 1992 for the period 01 April 1991 to 31 March 2021. A copy of the Lease Agreement is attached as **APPENDIX 1**.

The current market value of the lease is R53 760,00 per year (determined in keeping with the lease agreement in 2011), plus escalation, i.e. R70 988,59 (2015). This is a determination based on the land value only, as the infrastructure and assets are the property of the Stellenbosch Vliegveld Maatskappy.

The relevant portion of the property, undivided portion L of Stellenbosch Farm No. 502 (roughly 28,2 ha), is valued at R21 890 000,00.

3. DISCUSSION

3.1 Contractual arrangements

In terms of the current Lease Agreement, the duration of the contract is for the period 1 April 1991 to 31 March 2021. No provision is made for the renewal of the agreement or for the extension of the duration.

3.2 Legislative requirements

The report motivates for the disposal of the airport, which needs to be put into perspective. The Local Government: Municipal Finance Management Act, 2003, Municipal Asset Transfer Regulations (No. R. 878, 22 August 2008) (MATR) determines that ""disposal", in relation to a capital asset, includes -

(a) the demolition, dismantling or destruction of the capital asset; or

(b) any other process applied to a capital asset which results in loss of ownership of the capital asset otherwise than by way of transfer of ownership;"

3.2.1 Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003) and Municipal Asset Transfer Regulation (MATR)

The MFMA determines the following: "Transfer or disposal of non-exempted capital assets

5. (1) A municipality may transfer or dispose of a non-exempted capital asset only after -
(a) the accounting officer has in terms of regulation 6 conducted a public participation process to facilitate the determinations a municipal council must make in terms of section 14(2)(a) and (b) of the Act; and

(b) the municipal council -
(i) has made the determinations required by section 14(2)(a) and (b);and
(ii) has as a consequence of those determinations approved in principle that the capital asset may be transferred or disposed of.

(3) (a) Only the municipal council may authorise the public participation process referred to in sub-regulation (i)(a).

(b) A request to the municipal council for authorisation of a public participation process must be accompanied by an information statement stating - the valuation of the capital asset to be transferred or disposed of and the method of valuation used to determine that valuation; the reasons for the proposal to transfer or dispose of the capital asset; any expected benefits to the municipality that may result from the transfer or disposal; any expected proceeds to be received by the municipality from the transfer or disposal; and
any expected gain or loss that will be realised or incurred by the municipality arising from the transfer or disposal.

5.3.1 Immovable property may only be sold at market-related prices and let at market related rates except when the public interest or plight of the poor demands otherwise and provided that all charges, rates, tariffs, scales of fees or other charges."

Upon expiry of the current lease, then a new decision must be taken in terms of the current legislation for the disposal of the property.

In terms of Regulation 34 of the ATR, a municipality may grant a right to use, control or manage a capital asset only after: The accounting officer has conducted a public participation process (with the prior approval of Council) requesting the proposed granting of the right. The public participation process must be complied with only if:-

a) the capital asset in respect of which the proposed right is to be granted has a value in excess of R10M; and

b) a long term right (i.e. longer than 3 years) is proposed to be granted in respect of the capital asset.

Further, in terms of Regulation 36, the Municipal council must, when considering the approval for any such right, take into account:

a) whether such asset may be required for the municipality's own use during the period for which such right is to be granted;

b) the extent to which any compensation to be received will result in a significant economic or financial benefit to the municipality;

c) the risks and rewards associated with such right to use; and

d) the interest of the local community

Further in terms of Regulation 41 the relevant municipality may grant the right only in accordance with the disposal management system (read Supply Chain Management Policy) of the Municipality, irrespective of the value of the asset; the period for which the right is to be granted, or whether the right is to be granted to a private sector party or organ of State.

3.2.2 Supply Chain Management System of Stellenbosch Municipality

In terms of paragraph 5.6, which deals with the letting of municipal fixed assets; the Supply Chain Management department, following an approval in principle by Council, must then embark on the applicable process……**which process must be fair, equitable, transparent and competitive**.

3.3 Proposed process and statutory considerations

The Stellenbosch Vliegveld Maatskappy has established a fully operational private airport on the property at considerable costs, partly funded by the financial support of its members and also loans from the Municipality (see Legal Department comment below). In order to ensure the continued safe operation of the airport certain essential work has to be carried out (e.g. subsurface drainage should be installed and taxi ways and the runway needs to be edged, curbed and slurry-sealed) at further substantial costs to be funded by the company, i.e. its members.

The lessee (current or future) will only be able to raise the necessary funding / loan for the required work if it manages to conclude a lease agreement with the Municipality for a sufficient length of time.

Although airports are regarded as a municipal service in terms of The Constitution, all the key risks (e.g. operational risk) and liability for costs (e.g. construction costs) of the airport will remain with the lessee (current or future) of the property. While the Municipality has made financial contribution towards the development and upkeep of the airport (see Legal Department comment below) and that the lessee will be required to pay normal property rates and taxes in addition to a market related rental. This aspect must be highlighted in any public participation process.

An early tender process is essential, as the transfer process for a new operator / tenant will be no less than three years. Add to this the tender award period and time needed for negotiations between parties, then six years is the minimum time required for commencement of the process. To return the property to its original state as determined in the lease agreement, the current

tenant must undertake an environmental authorisation and land remediation process for the removal of the fuel supply system and tanks, which will take no less than three years. Keep in mind that the fuel system, regardless of the technical ownership, is permitted to a specific person or entity. The flying club purchased the tanks and refuelling system from Shell and it is doubtful whether this could be deemed the property of the Municipality. The land owner, i.e. the Municipality is responsible for any pollution on the site if the Legal Department's comment is valid, i.e. that the fuel installations are the property of the Municipality by default unless prior approval was granted for the installation. Section 28 of the National Environmental Management Act, 1998, Act 107 of 1998 (NEMA) is abundantly clear, namely that the owner of the land is responsible for remediation, unless the person (company) in control of the land can be held accountable, in which case the owner must ask the party in control to undertake "*measures to - (a) investigate, assess and evaluate the impact on the environment;*".

Listing Notice 1: List of Activities and Competent Authorities Identified in terms of Sections 24(2) and 24D, Item 31 addresses this aspect and indicates the type of assessment required. Only after completion of that will the new tenant (or the Municipality as land owner) be able to apply for and install a new system, adding another two years to the time. Certain other aspects of the airport upgrading that is at the heart of the matter might also require environmental authorisation and add to the lead time for a new lease.

The comment from the Legal Department (below) does not take the aforementioned time lines and timing realities into consideration, i.e. it fails to recognise the importance of prior planning and timely action to ensure an uninterrupted use of the airport under a new lease.

3.4 Proposed tender conditions

The Bid specifications for the evaluation of tenders will be developed according to the following criteria:

3.4.1 Relevant experience and proven track record to operate a private airport: The airport delivers a service of significant importance to the communities within the municipal area. Its strategic value is likely to become increasingly important in future. The Municipality intends to protect this asset by requiring that the successful tenderer must have sufficient relevant experience and a proven track record to operate a private airport of similar size or bigger as a Grade 3 licensed airport.

3.4.2 Arrangements put in place to continue airport operations without interruption: The airport adds both economic and strategic value to the local communities and holds a positive advantage for the broader community. The current lessee has embarked upon a flight training empowerment initiative (the "Young Falcons") directed at previously disadvantaged individuals drawn from the areas surrounding the airport, which aims to serve as stepping stone for participants to eventually achieve full time employment as pilots on commercial airlines. The successful tenderer will be required to continue with this program (providing aircraft, instructors and advanced training including simulator service training) as it is an integral part of social and economic development and a community service to be rendered.

3.4.3 Community welfare: The airport is designated as an alternate aerodrome for the South African Red Cross Air Mercy Services and is also the airport of choice for Working-on-Fire, which provides critical airborne fire-fighting services in support of the Winelands local authorities during the summer season. The successful tenderer will be required to permit the continued use of the airport for these purposes.

3.4.4 Capital improvements: The current lessee has expended substantial sums of money over the last three decades to construct, operate and maintain the airport. Tenderers must be able to show to the Municipality's satisfaction that they had made adequate arrangements with the current lessee and / or its members for taking over the private owned underground fuel tanks and other movable property which the lessee or its members have installed or erected on the property. "Third party tenderers" will have to show to the Municipality's satisfaction that they have concluded an agreement with the current lessee regarding market related compensation in respect of the permanent improvements which the current lessee has made to the property.

3.4.5 Alternative proposals: In the event that "third party tenderers" are unable to show that they have made satisfactory arrangements with the current lessee in respect of movable property and permanent improvements as contemplated above and / or if it they consider it essential to interrupt the service for a period after the current lease period runs out (e.g. to decommission the existing facilities or infrastructure and / or redevelop the property), they will have to include in their tenders full particulars of the work proposed to be carried out, confirm the expected period during which the airport will be out of commission and how such time period has been calculated.

3.4.6 Economic benefit and employment: "Third party tenderers" must be able to show to the Municipality's satisfaction that they had made acceptable arrangements with the Aircraft Maintenance Operator based at the airport to continue the service currently provided, as it employs a range of skilled and semi-skilled technical staff from the local area.

4. FINANCIAL IMPLICATION

The renewal of the lease has significant indirect financial benefits for the Stellenbosch Municipality. Economic impact assessments for similar local airports indicate that airport infrastructure is strongly linked to economic growth and plays a major role in providing greater mobility and choice, leading to an improvement in business income and welfare of citizens, e.g. special services such as air ambulances, fire protection and safety. Airports are also reported to play a critical role in generating employment within an economy, creating wealth, contributing to the tax base, stimulating tourism and contributing to high value goods trade.

5. COMMENTS FROM OTHER RELEVANT DEPARTMENTS

INTEGRATED HUMAN SETTLEMENTS AND PROPERTY

Supports the recommendation.

ENGINEERING SERVICES

Supports the recommendation.

FINANCIAL SERVICES

Supports the recommendation.

COMMUNITY AND SAFETY

Supports the recommendation.

CORPORATE AND STRATEGIC SERVICES

Supports the recommendation.

LEGAL DEPARTMENT

Clause 14 of the lease agreement entered into between Stellenbosch Municipality ("the Municipality") and the Stellenbosch Vliegveld Company ("the Company") dated 10 February 1992 provides as follows:

GEBOUE EN STRUKTURELE VERBETERINGE

"14.1 Enige gebou of strukturele verbeteringe wat op die EIENDOM by die aanvang van die huurtermyn opgerig mag word, sal deur die HUURDER op sy eie koste hetsy binne of buite in 'n goeie toestand gehou word en wel tot die bevrediging van die VERHUURDER en indien die HUURDER versuim om dit te doen kan die VERHUURDER sodanige reparasies as wat hy nodig mag ag, laat aanbring terwyl die HUURDER vir die Lugawe aanspreeklik bly.

14.2 Geen nuwe gebou, struktuur of ander permanente verbetering sal op die EIENDOM aangebring, opgerig of uitgevoer word sonder die voorafverkreë skriftelike toestemming van die VERHUURDER nie, en sonder dat bouplanne ten opsigte van sodanige verbeteringe vooraf deur die VERHUURDER goedgekeur is nie en laasgenoemde kan gelas dat sodanige gebou, struktuur of verbetering wat inderdaad sonder sy skriftelike goedkeuring en toestemming opgerig, aangebring of gebou is deur die HUURDER op sy eie koste verwyder word.

14.3 Goedgekeurde verbeteringe van 'n permanente aard sal deur die HUURDER op sy eie risiko aangebring of opgerig word.

14.4 Die VERHUURDER sal enige geboue of ander verbeteringe wat by die aanvang van die huurtermyn op die EIENDOM is teen skade verseker en sodanige versekering in stand hou, met dien verstande dat die HUURDER verantwoordelik sal wees vir die volle kostes verbonde aan sodanige versekering, en die VERHUURDER sal derhalwe die premies direk van die HUURDER vorder.

14.5 Indien die VERHUURDER kontant van 'n versekeringsmaatskappy sou ontvang ter vergoeding van 'n eis ten opsigte van skade aan

enige verbetering op die EIENDOM soos in subklousule 14.4 van hierdie ooreenkoms genoem, kan die verbetering herstel of die kontant hou, na gelang hy dit dienlik ag.

14.6 Behuising kan, met behoud van die bepalings van subklousules 14.1, 14.2, 14.3 en 14.4 van hierdie ooreenkoms aan werkers wat die HUURDER op die EIENDOM in diens het, met inbegrip van hul onmiddellike afhanklikes, op die EIENDOM voorsien word, onderworpe aan die voorafverkreë skriftelike toestemming van die VER-HUURDER, en die skriftelike nakoming van die bepalings en vereistes van die toepaslike wetgewing met betrekking tot behuising.

Enige plakkery op die EIENDOM is ten strengste verbode.

14.7 Die Huurder sal geen reg of aanspraak het of vergoeding kan eis ten opsigte van verbeteringe, met inbegrip van landboukundige verbeteringe wat tydens die huurtermyn op die EIENDOM aangebring is nie, en die VERHUURDER behou die reg voor om, by beëindiging van hierdie ooreenkoms ingevolge die bepalings van klousule 3, subklousule 4.4, 20.1.1, 20.1.2, 20.2 of andersins volgens sy eie diskresie en goeddunke te besluit of die VERHUURDER enigsins te vergoed vir sodanige verbeteringe. Voorts kan die VERHUURDER in die alternatief toestem tot die verwydering van enige verbeteringe binne 'n tydperk soos deur die VERHUURDER voorgeskryf, by gebreke waarvan die HUURDER enige reg op verwydering van sodanige verbeteringe of enige verdere aanspraak van watter aard ook al sal verbeur, ten opsigte waarvan die betrokke verbeteringe sonder enige aard van vergoeding die EIENDOM van die VERHUURDER word."

In light of the aforementioned, the improvements on the Property are not the property of the Company as envisaged in this Item. The reference in the item that the infrastructure and assets are the property of the Company is incorrect and misleading. These improvements are the property of the Municipality unless Council resolved that the Company is allowed to remove same. We was not provided with such a resolution and in the absence of same, the lease agreement dictates the terms and conditions applicable. In terms of the 1979 lease agreement between the parties, the lessee is not entitled to claim any money for improvements made on the Property. In light hereof a proper valuation of the Property should be obtained as envisaged in the Stellenbosch Supply Chain Management Policy.

Furthermore, the reference that the Company has established a fully operational private airport on the property at its own (considerable) costs, funded entirely by the financial support of its members is also incorrect and misleading as the Municipality previously approved loan/s to the Company for purposes of permanent improvements to the Property. These/this loan/s were made interest free to the Company. From the documents provided it is evident that the Property was leased to the Company since 1979 and that this Property are in the possession and control of the Company for the past 34 years. We also note that the Company paid relatively low rental until the rental was recently (a few years back) amended to

market related rental. The Property are utilized for commercial business purposes.

In terms of the Council resolution dated 23 September 2014 dealing with the proposed Policy on the Management of Stellenbosch Municipality's Immovable Property an Ad Hoc Committee of Council must be established to investigate the matter, which shall include a Policy for immovable property as well as a Policy for agricultural land. This resolution affectedly placed a moratorium on further disposal and lease of municipal immovable property. Notwithstanding same, it appears that lessees with pending lessee agreements gets preferential treatment while applicants for the lease of municipal immovable properties over various years were informed that the Municipality do not possess over a policy for the lease of immovable property and that they have to wait for the implementation of same before the Municipality could assist them. We also do not understand why this matter is urgent under the circumstances in light of the fact that the lease with the Company only expires on 31 March 2021. There is more than 6 years left of the remaining lease period, which in our view is more than sufficient time for the Municipality to deal with its future planning of the Property. We are of the view that this matter/item should be considered pursuant to the approval of the Policy on the Management of Stellenbosch Municipality's Immovable Property as well as a Policy for agricultural land to ensure that lease/disposal of municipal immovable land is dealt with holistically and not on an ad hoc basis.

In light of the aforesaid, the item and recommendations are not supported, prior to the relevant corrections as alluded to above being effected and the draft Policy on the Management of Stellenbosch Municipality's Immovable Property as well as a Policy for agricultural land are approved.
We advise accordingly.

6. CONCLUSION

From the above it is obvious that the application and motion for the extension of the lease cannot be considered positively.

A new disposal process is required and it must commence well ahead of time of the expiry of the current lease, to ensure a smooth transition into a new lease. NEMA compliance and simple business reasons, e.g. continued operation of an economic contributor, makes it imperative to commence early with a process calling for tenders. Moreover, postponement of the process until there is a policy in place assumes that the policy might prescribe a rational legally required decision to the Council, which is not the case. The Council must at all times apply its mind to an application and consider a matter using a policy, if any, as a guideline.

The current market related rental is deemed adequate in view of the continued service to the community and the economic contribution of the airport at no cost to the Municipality.

RECOMMENDED

(a) that Council confirm in terms of Section 14 of the MFMA that the land, unregistered Portion L of Stellenbosch Farm 502, is required for the provision of essential services (the on-going operation of an airport) and that the extension of the long term lease of the land be actively pursued for airport operational purposes;

(b) that the Municipal Manager be authorised to conduct the required public participation and other processes for the disposal of unregistered Portion L of Stellenbosch Farm 502 for airport operational purposes through a long term lease;

(c) that Council confirms the market related rental value of unregistered Portion L of Stellenbosch Farm 502, is R70 988,59 (2015) per annum plus all costs incidental and annual increases; and

(d) that the Directors: Planning and Economic Development and Integrated Human Settlements and Property be jointly tasked with the management of the project and that quarterly feedback on progress be given to Council.

(DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT TO ACTION)

29TH COUNCIL MEETING: 2015-04-30: ITEM 8.5

During debate on the matter, the DA requested a caucus which the Speaker allowed.

After the meeting resumed, it was

RESOLVED (majority vote)

(a) that Council confirm in terms of Section 14 of the MFMA that the land, unregistered Portion L of Stellenbosch Farm 502, is required for the provision of essential services (the on-going operation of an airport) and that the extension of the long term lease of the land be actively pursued for airport operational purposes;

(b) that the Municipal Manager be authorised to conduct the required public participation and other processes for the disposal of unregistered Portion L of Stellenbosch Farm 502 for airport operational purposes through a long term lease;

(c) that Council confirms the market related rental value of unregistered Portion L of Stellenbosch Farm 502, is R70 988,59 (2015) per annum plus all costs incidental and annual increases; and

(d) that the Directors: Planning and Economic Development and Settlements and Property Management be jointly tasked with the management of the project and that quarterly feedback on progress be given to Council.

The following Councillors requested that their votes of dissent be minuted:

Councillors F Adams; DA Hendrickse; AT van der Walt and M Wanana.

(MUNICIPAL MANAGER + DIRECTORS: PLANNING AND ECONOMIC DEVELOPMENT + HUMAN SETTLEMENTS TO ACTION)

FURTHER COMMENTS BY THE ACTING MUNICIPAL MANAGER

Due to the historical background of this item and the advice of the Senior Legal Advisor to rescind the initial resolution, it is

RECOMMENDED

(a) that Council rescind the previous council resolutions (a), (b) and (d) that was recommended at the 29th Council meeting on 2015-04-30; and

(b) that a new item be submitted by the Director Planning and Economic Development taking all legal concerns into account, i.e. the proposal to approve a Municipal airport and if the services are required to be outsourced, a Section 78 investigation process be embarked upon.

(ACTING MUNICIPAL MANAGER TO ACTION)

APPENDIX 1

MEMORANDUM VAN HUUROOREENKOMS

Aangegaan deur en tussen

DIE MUNISIPALITEIT STELLENBOSCH

hierin verteenwoordig deur

ERASMUS PETRUS SMITH TALJAARD EN GERHARDUS MATTHYS STRYDOM

in hul onderskeie hoedanighede as Burgemeester en/of Uitvoerende Hoof/Stadsklerk van gemelde Munisipaliteit

("die **VERHUURDER**")

en

STELLENBOSCH VLIEGVELD MAATSKAPPY

hierin verteenwoordig deur ROBERT J. RIDLER
as synde die gevolmagdigde verteenwoordiger ingevolge 'n besluit van die STELLENBOSCH VM - DIREKSIE gedateer 3:08:91 waarvan 'n afskrif as Bylae A aangeheg is

("die **HUURDER**")

NADEMAAL die **VERHUURDER** die eienaar is van die eiendom bekend as

Perseelnommer : 502L

Groot : 28,20 hektaar

soos aangedui op die aangehegte kaart

("die **EIENDOM**")

EN NADEMAAL die **VERHUURDER** begerig is om die **EIENDOM** aan die **HUURDER** te verhuur vir die uitsluitlike gebruik van 'n vliegklub en om 'n gedeelte van die verhuurde eiendom van nywerheidswater te voorsien kragtens 'n ooreenkoms of ooreenkomste tussen die **VERHUURDER** en die Departement van Waterwese en Bosbou en/of die Helderberg Besproeiingsraad (**DIE OOREENKOMS**), die terme en voorwaardes van die ooreenkoms waarvan aan die **HUURDER** bekend is.

EN NADEMAAL die **HUURDER** begerig is om die **EIENDOM** te huur en om die water wat as gevolg van sodanige ooreenkoms ten opsigte van die verhuurde eiendom verkry word, op die verhuurde eiendom aan te wend.

EN NADEMAAL die verhuring van die **EIENDOM** aan die **HUURDER** onder voorwaardes van **DIE OOREENKOMS** op 'n vergadering van die Stadsraad gehou op 1991-05-14 (item 5.1.B) goedgekeur is.

NOU DERHALWE KOM DIE PARTYE ONDERLING SOOS VOLG OOREEN

1. **TERMYN VAN VERHURING**

   Die **VERHUURDER** verhuur hiermee aan die **HUURDER** die eiendom, wat deur die **HUURDER** in huur aangeneem word, vir 'n tydperk wat begin op die eerste (1) dag van April 1991 en afsluit op die 31ste dag van Maart 2021 dog is steeds onderworpe aan die bepalings van subklousules 4.4 (laat betaling), 13.1 (sessie), klousule 20 (opsegging) en die bepalings van Bylae B hiervan.

2. Die **VERHUURDER** onderneem om alles te doen, of te laat doen, om 3 ha van die **EIENDOM**, of sodanige gedeelte wat goedgekeur mag word, soos uitgewys tussen die partye, kragtens die ooreenkoms van nywerheidswater te laat voorsien.

3. Die **HUURDER** sal geregtig wees om gedurende die huurtermyn in klousule 1 bepaal die water wat as gevolg van sodanige

ooreenkoms verkry word ten opsigte van die verhuurde eiendom, op die verhuurde eiendom aan te wend op sodanige wyse soos goedgekeur deur die **VERHUURDER** en onderhewig aan alle terme en voorwaardes kragtens die bepalings van **DIE OOREENKOMS**, of andersins bepaal, welke terme en voorwaardes aan die **HUURDER** bekend is.

4. **HUURGELD, KOSTE VAN WATER, MUNISIPALE BELASTING**

4.1 Die **HUURDER** betaal voor of op die eerste dag van Augustus 1991 by die kantoor van die Stadstesourier die huurgeld vir die bedrag van R100,00 (EENHONDERD RAND) (welke bedrag bereken is vir die tydperk vanaf die datum waarop die ooreenkoms 'n aanvang neem tot die 31ste dag van Maart wat daarop volg) en daarna jaarliks vooruit voor of op die 31ste dag van Maart van elke daaropvolgende jaar die huurgeld plus verhoging soos bereken volgens die voorwaardes wat as Bylae B hierby aangeheg is.

4.2 Die **HUURDER** sal verder aanspreeklik wees om op aanvraag deur die **VERHUURDER** die volgende bedrae aan die **VERHUURDER**, of sy genomineerde, te betaal, naamlik:

4.2.1 enige en alle belastings en vorderings gehef te word deur die Helderberg Besproeiingsraad wat jurisdiksie het oor die verhuurde eiendom. Die Departement van Waterwese en Bosbou, of enige ander owerheidsliggaam, vir of ten opsigte van, maar nie uitsluitend nie -

4.2.1.1 basiese bydrae vir rente en delging van die beoogde nywerheidswatervoorsiening;

4.2.1.2 administratiewe koste;

4.2.1.3 verpligte bydraes ten opsigte van 'n reserwefonds;

4.2.1.4 verpligte bydraes tot die Waternavorsingsraad;

4.2.1.5 koste van die gelewerde water soos gemeter deur die Beproeiingsraad en bereken teen die aankoopkoste van water soos van tyd tot tyd deur die Departement van Waterwese bepaal; en

4.2.1.6 enige en alle belastings of ander heffings of vorderings, van welke aard en omvang ookal gehef deur voormelde liggame.

4.2.2 voorlopige uitgawes en tussentydse heffings wat deur die Besproeiingsraad of die Departement van Waterwese en Bosbou opgelê word.

4.3 Die **VERHUURDER** beskou die voorlegging van 'n rekening van die Besproeiingsraad en/of die Departement van Waterwese en Bosbou as afdoende stawende bewys van die bedrag wat deur die **HUURDER** verskuldig is, opvallende foute en weglatings uitgesluit.

4.4 Enige huurgeld of gelde verskuldig kragtens klousule 4.1 en 4.2 wat na die vervaldatum deur die **HUURDER** aangebied word ten opsigte van enige jaar, indien die **VERHUURDER** dit aanvaar, is onderworpe aan 'n rente wat maandeliks vooruit bereken sal word teen die standaardrentekoers, soos deur die Munisipale Ordonnansie, Ordonnansie nr 20 van 1974, of enige vervanging of wysiging daarvan of enige ander toepaslike Ordonnansie van tyd tot tyd bepaal ten opsigte van elke maand of gedeelte daarvan.

4.5 Dit is 'n spesiale voorwaarde van hierdie ooreenkoms dat die **VERHUURDER** die reg voorbehou om hierdie ooreenkoms summier te kanselleer, sonder enige voorafgaande skriftelike kennisgewing, indien die **HUURDER** sou versuim om enige verskuldigde huurgeld of gelde verskuldig kragtens klousule 4.1. en 4.2 binne sewe dae vanaf die vervaldatum te vereffen, en so 'n kansellering affekteer generwyse die reg van die **VERHUURDER** om enige bedrag wat die **HUURDER** skuld of verskuldig aan word, geregtelik van hom te vorder nie.

4.6 Die **HUURDER** sal aanspreeklik wees om enige wetlike verpligte heffing sowel as die eiendomsbelastings en/of diensgelde deur die

Stadsraad op die **EIENDOM** gehef te betaal, onderworpe aan die voorwaardes en vereistes soos bepaal mag word in terme van die toepaslike wetgewing of die Munisipale Ordonnansie, Ordonnansie nr 20 van 1974, of enige vervanging of wysiging daarvan, of enige ander toepaslike Ordonnansie.

5. **STREEKSDIENSTERAADHEFFING**

Die **HUURDER** onderneem om alle heffings wat deur die Streeksdiensteraad op die **EIENDOM** gehef word, regstreeks aan daardie owerheid te betaal.

6. **MYN- EN ANDER REGTE**

Die **VERHUURDER** behou voor alle regte op metale, minerale, steenkool, klip van alle soorte, klei en gruis, met inbegrip van die reg van toegang tot die eiendom te alle tye om sodanige metale, minerale of steenkool te myn of om klei, gruis en klip te verwyder, onderworpe aan 'n vermindering van die huurgeld in verhouding tot die oppervlakte wat deur die **VERHUURDER** vir sodanige mynwerk of verwydering teruggeneem word.

7. **BESKERMING VAN BOME**

7.1 Alle bome, wingerde of dergelike verbeteringe op die verhuurde perseel bly die eiendom van die **VERHUURDER** en mag nie deur die **HUURDER** beskadig of verwyder word nie.

7.2 Die **HUURDER** moet die geskrewe toestemming van die **VERHUURDER** vooraf verkry vir die verwydering van enige bome, wingerde en dergelike verbeteringe op 'n terrein wat hy vir verbouing nodig het, en as sodanige toestemming verleen word, behou die **VERHUURDER** die reg voor om oor die hout vir sy eie voordeel te beskik.

7.3 Die **VERHUURDER** behou die reg oor om deur sy amptenare periodieke inspeksies van bome, en ander verbeteringe op die eiendom uit te voer en om sodanige stappe ter beskerming daarvan te doen as wat hy nodig mag ag.

7.4 Die **VERHUURDER** behou die reg voor om self enige bome op die eiendom wat nie deur die **HUURDER** aangeplant is nie, te kap en te verwyder, en hiervoor het hy vrye toegang tot die eiendom.

8. **WATERBRONNE**

8.1 Die **VERHUURDER** waarborg geen voorraad van oppervlakte- of ondergrondse water nie.

8.2 Die **HUURDER** onderneem om nie met fonteine of met die natuurlike vloei van oppervlakte afloopwater in te meng nie deur kanale, vore of damme te bou of om enige ander werke uit te voer sonder die voorafverkreë skriftelike toestemming van die **VERHUURDER** nie, en vir die toepassing van hierdie subklousule is 'n opinie van die betrokke Staatsdepartemente en/of onderafdelings daarvan bindend en finaal.

8.3 Die **VERHUURDER** behou die reg voor om water op die **EIENDOM** op te gaar of om die gebruik van water uit fonteine of strome te beperk, indien sodanige opgaring of beperking na sy mening noodsaaklik is ter beskerming van die regte van derde partye.

8.4 Die **HUURDER** onderneem om alle strome, fonteine of opgaardamme teen besoedeling te beskerm, en om sodanige instruksies uit te voer as wat die **VERHUURDER** periodiek te dien einde mag uitreik.

9. GRONDBEWARING

9.1 Die **HUURDER** onderneem om die **EIENDOM** op 'n versigtige en sorgsame wyse, te gebruik en ook om verswakking van die natuurlike vrugbaarheid en kwaliteit van die grond teen te werk.

9.2 Die **HUURDER** onderneem om gronderosie teen te werk en om stiptelik uitvoering te gee aan die bepalings van enige grondbewaringskema wat volgens wet op die **EIENDOM** van toepassing mag wees, en te dien einde behou die **VERHUURDER** die reg voor om periodieke instruksies uit te reik.

9.3 Die **VERHUURDER** behou die reg voor om sodanige werke uit te voer as wat hy nodig mag ag vir die bestryding van gronderosie, en wel op die koste van die **HUURDER** as laasgenoemde versuim om dit op die **VERHUURDER** se versoek te doen.

9.4 Die **HUURDER** onderneem om geen sand, grond, gruis, klip of ander grondstof vanaf die **EIENDOM** vir verkoping of gebruik elders te verwyder nie.

9.5 Die **HUURDER** onderneem om toe te sien dat geen vullis, rommel of afval op die **EIENDOM** gestort word nie.

10. **SKADELIKE GEWASSE**

10.1 Die **HUURDER** onderneem om die **EIENDOM** van skadelike gewasse skoon te hou.

10.2 Die **VERHUURDER** behou die reg voor om sodanige stappe as wat hy dienlik mag ag, te doen ter verwydering van dergelike geproklameerde onkruid, en wel op die koste van die **HUURDER** ingeval laasgenoemde versuim om dit op die **VERHUURDER** se versoek te doen.

11. **BRANDBESTRYDING**

11.1 Die **HUURDER** onderneem om die uiterste sorg uit te oefen ter beskerming van die **EIENDOM** teen veldbrande, en die **VERHUURDER** kan vereis dat die **HUURDER** op sy eie koste sodanige brandpaaie bou as wat die **VERHUURDER** nodig mag ag.

11.2 Die **HUURDER** is aanspreeklik vir vergoeding aan die **VERHUURDER** vir enige uitgawe aangegaan om brande te voorkom of te blus. Brandskade aan bome of ander plante op die **EIENDOM** wat aan die **VERHUURDER** behoort word deur 'n taksateur wat deur die **VERHUURDER** aangestel en wie se bevinding bindend is, aangeslaan, en aan die **VERHUURDER** deur die **HUURDER** vergoed.

12. **OMHEINING**

12.1 Die **HUURDER** is verantwoordelik vir die oprigting en koste van enige omheining wat hy vir die beskerming van sy onderneming op die **EIENDOM** nodig mag ag.

12.2 Omheining wat deur die **HUURDER** opgerig word, kan binne een maand na die afloop van die huurooreenkoms verwyder word, maar die **VERHUURDER** kan uitstel vir sodanige verwydering verleen totdat die **EIENDOM** weer verhuur is om onderhandelinge met die opvolger vir die verkoping of oordrag daarvan moontlik te maak, met dien verstande dat die **VERHUURDER** eienaar van sodanige omheining word indien geen finale reëlings binne sestig dae vanaf die datum van herverhuring deur die **HUURDER** getref is nie, en in so 'n geval is die **HUURDER** nie geregtig tot enige vergoeding vir die omheining wat aldus deur hom verbeur is nie.

13. **ONDERVERHURINGS, SESSIES OF OORDRAGTE, ENS**

13.1 Die **HUURDER** sal nie hierdie huurooreenkoms sedeer of oordra nie, en onderverhuur nie die **EIENDOM** of enige deel daarvan sonder die voorafverkreë skriftelike toestemming van die **VERHUURDER** nie.

13.2 Die **VERHUURDER** kan 'n sertifikaat as bewys vereis dat die maatskappy wat 'n **HUURDER** is, wel as 'n maatskappy geregistreer is.

13.3 By verandering van die beherende aandeelhouding of belange in 'n maatskappy of beslote korporasie wat 'n **HUURDER** is of by verandering van direkteure of by likwidasie van die maatskappy of beslote korporasie of ingeval die maatskappy onder geregtelike bestuur geplaas word, bly die oorspronklike borge ten behoewe van die maatskappy of beslote korporasie gesamentlik en afsonderlik en as mede-hoofskuldenaars teenoor die **VERHUURDER** aanspreeklik, tensy die **VERHUURDER** op skriftelike aansoek van die **HUURDER** toestem tot vervanging van sodanige borge.

13.4 Verandering van die beherende aandeelhouding of verandering van ledebelang, direkteure of Trustees vir 'n Maatskappy, Beslote Korporasie of 'n Trust wat 'n **HUURDER** is, word geag 'n onderverhuring te wees.

14. GEBOUE EN STRUKTURELE VERBETERINGE

14.1 Enige gebou of strukturele verbeteringe wat op die **EIENDOM** by die aanvang van die huurooreenkoms bestaan, of mettertyd gedurende die huurtermyn opgerig mag word, sal deur die **HUURDER** op sy eie koste hetsy binne of buite in 'n goeie toestand gehou word en wel tot die bevrediging van die **VERHUURDER** en indien die **HUURDER** versuim om dit te doen kan die **VERHUURDER** sodanige reparasies as wat hy nodig mag ag, laat aanbring terwyl die **HUURDER** vir die uitgawe aanspreeklik bly.

14.2 Geen nuwe gebou, struktuur of ander permanente verbetering sal op die **EIENDOM** aangebring, opgerig of uitgevoer word sonder die voorafverkreë skriftelike toestemming van die **VERHUURDER** nie, en sonder dat bouplanne ten opsigte van sodanige verbeteringe vooraf deur die **VERHUURDER** goedgekeur is nie en laasgenoemde kan gelas dat sodanige gebou, struktuur of verbetering wat inderdaad sonder sy skriftelike goedkeuring en toestemming opgerig, aangebring of gebou is deur die **HUURDER** op sy eie koste verwyder word.

14.3 Goedgekeurde verbeteringe van 'n permanente aard sal deur die **HUURDER** op sy eie risiko aangebring of opgerig word.

14.4 Die **VERHUURDER** sal enige geboue of ander verbeteringe wat by die aanvang van die huurtermyn op die **EIENDOM** is teen skade verseker en sodanige versekering instand hou, met dien verstande dat die **HUURDER** verantwoordelik sal wees vir die volle kostes verbonde aan sodanige versekering, en die **VERHUURDER** sal derhalwe die premies direk van die **HUURDER** vorder.

14.5 Indien die **VERHUURDER** kontant van 'n versekeringsmaatskappy sou ontvang ter vergoeding van 'n eis ten opsigte van skade aan enige verbetering op die **EIENDOM** soos in subklousule 14.4 van hierdie ooreenkoms genoem, kan hy die verbetering herstel of die kontant hou, na gelang hy dit dienlik ag.

14.6 Behuising kan, met behoud van die bepalings van subklousules 14.1, 14.2, 14.3 en 14.4 van hierdie ooreenkoms aan werkers wat die **HUURDER** op die **EIENDOM** in diens het, met inbegrip van hul onmiddellike afhanklikes, op die **EIENDOM** voorsien word, onderworpe aan die voorafverkreë skriftelike toestemming van die **VERHUURDER**, en die stiptelike nakoming van die bepalings en vereistes van die toepaslike wetgewing met betrekking tot behuising.

Enige plakkery op die **EIENDOM** is ten strengste verbode.

14.7 Die **HUURDER** sal geen reg of aanspraak hê of vergoeding kan eis ten opsigte van verbeteringe, met inbegrip van landboukundige verbeteringe wat tydens die huurtermyn op die **EIENDOM** aangebring is nie, en die **VERHUURDER** behou die reg voor om, by beëindiging van hierdie ooreenkoms ingevolge die bepalings van klousule 3, subklousules 4.4, 20.1.1, 20.1.2 en 20.2 of andersins volgens sy eie diskresie en goeddunke te besluit of die **VERHUURDER** bereid is om die **HUURDER** enigsins te vergoed vir sodanige verbeteringe. Voorts kan die **VERHUURDER** in die alternatief toestem tot die verwydering van enige verbetering binne 'n tydperk soos deur die **VERHUURDER** voorgeskryf, by gebreke waar-

van die **HUURDER** enige reg op verwydering van sodanige verbeteringe of enige verdere aanspraak van watter aard ookal sal verbeur, ten gevolge waarvan die betrokke verbeteringe sonder enige aard van vergoeding die **EIENDOM** van die **VERHUURDER** word.

15. **BAKENS**

15.1 Deur die huurooreenkoms te onderteken erken die **HUURDER** dat hy bewus is van die werklike ligging van alle bakens wat die **EIENDOM** se grense bepaal en enige onkunde of misverstand aan sy kant in hierdie verband raak nie die geldigheid van die huurooreenkoms of maak hom nie geregtig tot 'n vermindering van die huurgeld of tot kompensasie en enige vorm nie.

15.2 Indien enige baken wat die grense van die **EIENDOM** bepaal na ondertekening van hierdie ooreenkoms nie gevind kan word nie, is die **HUURDER** aanspreeklik vir alle opmetings- en ander kostes verbonde aan die herplasing van sodanige baken.

16. **PAAIE**

Die **HUURDER** onderneem om alle bestaande paaie op die **EIENDOM** in 'n goeie toestand te hou, en voorts om geen verdere paaie te bou of oop te maak sonder die voorafverkreë skriftelike toestemming van die **VERHUURDER** nie.

17. **INSPEKSIES**

Die gemagtigde amptenare van die **VERHUURDER** kan te eniger tyd die **EIENDOM** betree om sodanige inspeksies as wat hulle nodig mag ag, uit te voer en om vas te stel of die voorwaardes en bepalings van die huurooreenkoms stiptelik nagekom word.

18. ADVERTENSIETEKENS

Die **HUURDER** sal geen advertensietekens hoegenaamd op die **EIENDOM** oprig nie, en sal ook nie toelaat dat sulke tekens opgerig word sonder die voorafverkreë skriftelike toestemming van die **VERHUURDER** nie.

19. ERFDIENSBAARHEID EN VERJARING

19.1 Die huur is onderworpe aan enige erfdiensbaarheid wat aan die **EIENDOM** kleef, en as dit te eniger tyd sou blyk dat die **VERHUURDER** nie daartoe geregtig was om die **EIENDOM** of enige deel daarvan te verhuur nie, het die **HUURDER** geen eis vir skadevergoeding behalwe dat die huurgeld *pro rata* verminder word ten opsigte van daardie deel van die **EIENDOM** wat nie vir okkupasie of gebruik deur die **HUURDER** beskikbaar is nie.

19.2 Die **HUURDER** erken hiermee dat hy geen aanspraak op eiendomsreg by wyse van verjaring ten opsigte van die **EIENDOM** wat verhuur word sal verkry nie.

20. OPSEGGING EN BEëINDIGING VAN HUUROOREENKOMS

20.1 Die **VERHUURDER** kan, sonder om afbreuk te doen aan enige bepaling of vereistes van hierdie ooreenkoms, met spesifieke verwysing na die bepalings van klousule 4 hiervan, en nadat 'n skriftelike kennisgewing op die **HUURDER** gedien is, hierdie ooreenkoms beëindig -

20.1.1 indien die **HUURDER** versuim om enige voorwaarde of bepaling ten opsigte van hierdie ooreenkoms na te kom; of

20.1.2 indien die **VERHUURDER** daarvan oortuig is dat die **HUURDER** die grond en op onbehoorlike of onverantwoordelike wyse benut; of

20.1.3 indien die **VERHUURDER** daarvan oortuig is dat die **HUURDER** deur sy handelinge op die **EIENDOM** 'n oorlas vir ander uitmaak; of

20.1.4 indien die **HUURDER** teenstrydig met enige bepaling van die Dorpsaanlegskemaregulasies van die Munisipaliteit van Stellenbosch afgekondig by PK 73 van 1979-07-20, soos gewysig, optree; of

20.1.5 indien die **EIENDOM** in sy geheel of gedeeltelik vir *bona fide* munisipale doeleindes, waarby dorpstigting ingesluit is, benodig word:

met dien verstande dat 'n grasieperiode van hoogstens een (1) jaar in die gevalle soos in subklousules 20.1.1; 20.1.2; 20.1.3; 20.1.4 en 20.1.5 genoem aan die **HUURDER** verleen word, op voorwaarde dat die **HUURDER** gedurende die grasieperiode aan al die bepalings en vereistes van hierdie ooreenkoms, of ander voorwaardes wat die **VERHUURDER** in hierdie verband mag stel moet voldoen, by gebreke waarvan die toegestane grasieperiode sonder verdere kennisgewing deur die **VERHUURDER** in heroorweging geneem sal word.

20.2 die **HUURDER** kan, sonder om afbreuk te doen aan enige bepaling of vereiste van hierdie ooreenkoms en nadat 'n skriftelike kennisgewing van ses (6) maande deur die **HUURDER** aan die **VERHUURDER** gegee is, hierdie ooreenkoms beëindig.

20.3 Wanneer subklousule 20.1.5 toegepas word sal die **HUURDER** kwytgeskeld word van alle oorblywende verpligtinge soos in paragraaf 4.2.1 bepaal word en geregtig wees op vergoeding van die koste van die gepaardgaande noodsaaklike infrastruktuur, wat as 'n direkte gevolg van die voorsiening van die nywerheidswater aangebring is (pypleiding, kleppe, krane en meters), wat soos volg vanaf vestigings- tot huuropseggingsdatum bereken word:

bedrag betaalbaar ten opsigte van infrastruktuur is gelyk aan die historiese vestigingskoste - volgens die gemiddelde waardasie van twee onafhanklike buitestaanders wat vir die **VERHUURDER** aan-

vaarbaar is - minus die waardevermindering wat in gelyke paaiemente oor twintig (20) jaar bereken is. Koste vir voorlegging ter stawing van eise deur **HUURDER** en alle uitgawe verbonde aan die aanstelling van buitestaanders berus by die **HUURDER**.

21. **SKADELOOSSTELLING**

Die **HUURDER** onderneem hierby om die **VERHUURDER** te vrywaar en gevrywaar te hou teen alle gedinge, stappe, eise, vorderings, koste, skadevergoeding en uitgawes wat gehef, gebring of gemaak mag word teen die **VERHUURDER** of wat die **VERHUURDER** mag betaal, opdoen of aangaan as gevolg van enige handeling aan die kant van die **HUURDER**, sy werknemers of persone wat onder sy beheer handel.

22. **KOSTE VAN OOREENKOMS**

Alle kostes wat deur die **VERHUURDER** aangegaan is vir die voorbereiding en opstel van hierdie ooreenkoms, plus die koste van die verhuringsadvertensie, opmetingskoste en ander toevallige uitgawes sal deur die **HUURDER** gedra word, en die **HUURDER** kan nie die korrektheid van die bedrag wat deur die **VERHUURDER** in hierdie verband geëis word, betwis nie. Die Huurooreenkoms sal slegs op die uitdruklike versoek van die **HUURDER** en op sy koste notarieël verly en in die Aktekantoor geregistreer word. Die **HUURDER** moet in sodanige geval 'n deposito betaal soos deur die **VERHUURDER** bepaal ten opsigte van die kostes hierbo vermeld.

23. **ARBITRASIE**

23.1 Enige geskil wat te eniger tyd tussen die partye mag ontstaan in verband met enige aangeleentheid voortspruitende uit hierdie ooreenkoms, sal onderwerp word aan en besleg word deur arbitrasie.

23.2 Iedere sodanige arbitrasie moet plaasvind

23.2.1 te Stellenbosch;

23.2.2 op 'n informele summiere wyse sonder enige pleitstukke of blootlegging van dokumente en sonder die noodsaaklikheid om aan die strenge reëls van die bewysreg te voldoen;

23.2.3 onverwyld, met die oog daarop om dit af te handel binne drie (3) maande vanaf die datum waarop die geskil na arbitrasie verwys is; en

23.2.4 onderworpe aan die bepalings van die Wet op Arbitrasie, No 42 van 1986, of sodanige ander Arbitrasiewette as wat van tyd tot tyd mag geld, behalwe waar die bepalings van hierdie klousule anders voorskryf.

23.3 Die arbiter moet 'n persoon wees op wie deur die partye onderling ooreengekom is en by onstentenis van 'n ooreenkoms, een aangestel deur die diensdoenende President van die Wetsgenootskap van die Kaap die Goeie Hoop.

23.4 Die partye kom hiermee onherroeplik ooreen dat die beslissing van die arbiter in sodanige arbitrasieverrigtinge finaal en bindend op hulle sal wees.

24. **BEHEER OOR GEBRUIK VAN LUG**

Die **HUURDER** se reëls in verband met vlugte in die lug oor of in die onmiddellike omgewing van Stellenbosch of Somerset-Wes is onderworpe aan die goedkeuring van die **VERHUURDER** en die **HUURDER** aanvaar dat die **VERHUURDER** 'n verteenwoordiger op die **HUURDER** se bestuur kan benoem.

25. **INVORDERINGSKOSTE**

Indien die **VERHUURDER** opdrag aan sy prokureurs sou gee om enige gelde wat kragtens hierdie ooreenkoms betaalbaar is, op die **HUURDER** te verhaal, is die **HUURDER** aanspreeklik vir die betaling van alle koste deur die **VERHUURDER** in hierdie verband aangegaan, bereken op 'n prokureur/kliëntbasis, insluitende sodanige heffings wat betaalbaar is kragtens Regulasie 62 van die Wet op Prokureursordes nr 41 van 1975, of enige vervanging of wysiging daarvan, of enige soortgelyke heffings.

GETEKEN TE STELLENBOSCH HIERDIE 10 DAG VAN Februarie 1992

GETUIE

TEN BEHOEWE VAN DIE VERHUURDER

1. B. Lippel

2. bg Robinson

BURGEMEESTER

UITVOERENDE HOOF/ STADSKLERK

GETEKEN TE STELLENBOSCH HIERDIE 3DE DAG VAN Augustus 1991

GETUIE

TEN BEHOWE VAN DIE HUURDER

1.

2.

1991-06-25

(EVLIEG/KONTRAK/mc)

BYLAE B

BELEID EN TOEPASSING VAN DIE HUURGELDBEREKENING

1. Vir die doeleindes van hierdie ooreenkoms word die aanvanklike huurgeld van 'n sportklub vanaf 1991-04-01 deur die Raad op R100,00 per jaar bepaal.

2. ***Huurgeld betaalbaar in eerste termyn van tien (10) jaar***

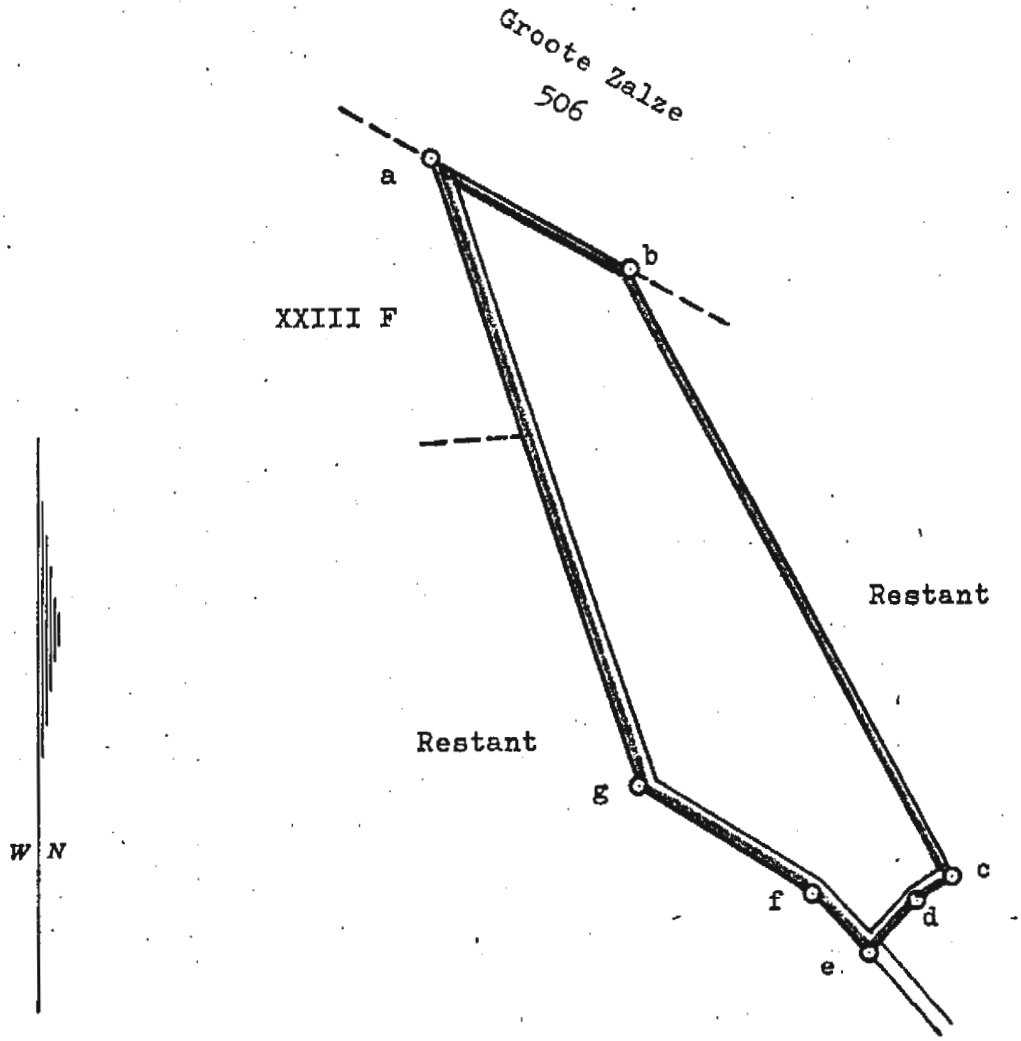
Die huurgeld sal jaarliks met 15 %, saamgesteld bereken met aanvangsdatum 1992-04-01, eskaleer.

3. ***Aangepaste huurgeld na tien (10) jaar***

Die huurgeld sowel as die persentasie aanpassing soos beskryf in paragraaf 1 en 2 sal elke tien (10) jaar herbepaal word by wyse van onderlinge ooreenkoms. Indien die partye nie konsensus kan bereik nie, sal 'n arbiter die aangeleentheid beslis welke beslissing finaal en bindend sal wees.

1991-06-25

(£VLIEG/KONTRAK/mc)



Skaal: 1/ 10 000

Die figuur a b c d e f g *stel voor* 22 Hektaar, uitgesonderd die 20 meter paaie, (tot naaste ½ Hektaar) *grond synde*

Munisipale Huurgrond Perseel XXIII K (Vliegveld)

geleë in die Munisipaliteit en Afdeling Stellenbosch
Provinsie Kaap die Goeie Hoop.

Opgestel deur my Maart 1973,

Landmeter.

Oorspronklike Kaart	*Burgermeester*	*Huurder*
Nr. 9133/1957	*Stadsklerk*	
T/A Stel. F.5-34	*Getuie* 1.	*Getuie* 1.
Vel BH-8DCD	2.	2.

STELLENBOSCH VLIEGVELD MAATSKAPPY

Maatskappy-vergadering gehou op Saterdag 3 Augustus 1991 om 15:00 in die Komitee-kamer van die Klubhuis - Stellenbosch Vliegveld

1. Die voorsitter verwelkom al die direksie lede.

2. Teenwoordig: Mnr R Ridler (voorsitter), mnr FS Immelman (sekretaris), J Swart, D van Eeden,A van Wyk, J van der Spuy, dr C von Delft en N Fourie

3. Die direksie verleen goedkeuring aan mnre Ridler, Immelman en Swart om voort te gaan met die ondertekening van die 30 jaar huurooreenkoms met die Munisipaliteit van Stellenbosch. Pro-rata huurgeld van R62.50 is betaalbaar. Die direksie verleen ook goedkeuring aan dieselfde persone om alle onderhandelinge en kontrakte gaande Nywerheidswater van die Helderberg Besproeiingskema af te handel.

4. Die voorsitter bedank die direkteure vir hul teenwoordigheid.

5. Datum van volgende vergadering: Op kennisgewing

Vergadering verdaag om 15:20

2

4 Kwaaiwater Road
Kwaaiwater
Hermanus
7200

1st September 2000

Tel : 028 312 3377
Fax : 028 312 3137

Stellenbosch Munisipaliteit
Fax 021 808 8200
Attn: mr Kotie Kruger

Re: Lease Agreement : Stellenbosch Flying Club/Stellenbosch Municipality

Dear mr Kruger,

Thank you for agreeing to fax me a copy of above lease agreement to above fax number.
I purchased hangar number 6A (a new hangar) from the Stellenbosch Flying Club in July and have requested a copy from them without much success, although the lease agreement forms a vital annexure to my purchase agreement with the club.
Thank you again for your friendly willingness to cooperate.

Kind regards,

Marius Fürst

Tel 028 312 3377
Fax 028 312 3137
Cell 082 554 6992

cc Stellenbosch Flying Club
FAX 8801258
Attn Louise / N. Horwood

Eikestadnuus 23/11/90

7/2/1/2/51

(4)a

ASA/165

MUNISIPALITEIT STELLENBOSCH
MUNICIPALITY

Munisipale Plaasgronde: Huurooreenkomste/
Municipal Property: Lease Agreements

Kennis geskied hiermee dat die Stadsraad van Stellenbosch voornemens is om met wederzydse toestemming die onderstaande huurkontrakte op te sê en ingevolge die bepalings van Provinsiale Administrasie GOK 1/1989 gedateer 1989-01-20, item 2.5.1.10 nuwe huurkontrakte met dieselfde huurders vir dieselfde grond onder die volgende voorwaardes aan te gaan:

Notice is hereby given that the Town Council of Stellenbosch intends to cancel by mutual agreement the undermentioned lease agreements and in terms of Provincial Administration LDC.1/1989 dated 1989-01-20 par 2.5.1.10 conclude new lease agreements with the same Lessees for the said property on the following conditions:

Naam van Huurder: Stellenbosch Vliegklub, Posbus 2026 Dennesig 7601. Termyn: 1991-04-01 tot 2021-03-31. Plaasnr.: 502L. Opp.: 28,20. Ha Ingelys: 2

Naam van Huurder: Hottentots Holland Kennel en Stellenbosch District Riding Club, Posbus 1157, Somerset-Wes 7130. Termyn: 1991-04-01 tot 2021-03-31. Plaasnr. 502N. Opp. 4,20. Ha Ingelys 1,5.

Naam van Huurder: SA Polisie Sportklub, p/a SAP, Stellenbosch 7600.
Termyn: 1991-04-01 tot 2021-03-31. Plaasnr. 502BM. Opp. 5. Ha Ingelys 1.

Naam van Huurder: Gholfklub, Posbus 277, Stellenbosch 7600. Termyn: 1991-04-01 tot 2041-03-31. Plaasnr. 295/3, 374, 376/A 377/E. Op. 70,5. Ha Ingelys: 10.

1. Huur sal R100/jaar wees
2. huurgeld sal jaarliks met 15% eskaleer
3. items (1) en (2) sal elke 5 jaar herbepaal word
4. die huurder aanvaar volle finansiële verantwoordelikheid vir die inlysting van die huurgrond by die Theewaterkloofbesproeiingskema
5. munisipale belasting word slegs op Plaas 502L gehef/

1. Rental will be R100 per year
2. rental will be increased annually by 15%
3. items (1) and (2) will be recalculated every 5 years
4. the Lessee accepts full financial responsibility for incorporating the leased property in the Theewaterkloof Irrigation Scheme
5. municipal rates are levied on Farm 502L only

Naam van Huurder: Mountain Breeze Karavaan Park, Posbus 367, Stellenbosch 7600.
Termyn: 1991-04-01 tot 2021-03-31. Plaasnr. 528A/529C. Opp. 20,30. Ha Ingelys 2

Naam van Huurder: CJ Vermeulen, Frangipanistraat 25, Somerset-Wes 7130.
Termyn 1991-04-01 tot 2041-03-31. Plaasnr. 502AM, 502AP. Opp. 15,56. Ha Ingelys 5.

1. Huur sal R360 per bektaar per jaar wees
2. huurgeld sal jaarliks met 70% van die verbruikersprysindeks eskaleer
3. items (1) en (2) sal elke 5 jaar herbepaal word
4. die huurder aanvaar volle finansiële verantwoordelikheid vir die inlysting van die huurgrond by die Theewaterkloofbesproeiingskema
5. munisipale belasting word slegs op Plaas 502AM en 502AP gehef/

1. The rental will be R360 per hectare per annum
2. the rental will be increased annually by 70% of the Consumers' Price Index
3. items (1) and (2) will be recalculated every 5 years
4. the Lessee accepts full financial responsibility for incorporating the leased property in the Theewaterkloof Irrigation Scheme
6. municipal rates levied on Farm 502AM and 502AP only.

Verdere besonderhede lê gedurende normale kantoorure by die kantoor van die Stadsklerk ter insae en enige besware moet skriftelik voor of op 1990-12-17 by die ondergetekende ingedien word/

Further particulars are available for inspection at the Office of the Town Clerk during normal office hours and any objections thereto may be lodged in writing with the undersigned not later than 1990-12-17.

Stadsklerk/Town Clerk

Kennisgewingnr. 169 gedateer 1990-11-23/
Notice No. 169 dated 1990-11-23.

7/2/1/2/51.

- Vliegklub
- Kennel Klub
- Golf Klub
- Mountain Breeze Karavaan Park
- C.J. Vermeulen

BERE TER KENNISNAME

Vorm 25/1

UITTREKSEL UIT DIE NOTULE VAN DIE RAADSVERGADERING GEHOU OP 17/7/90

AFDELING : LANDE BOSBOU EN PARKE EN ONTSPANNING

5.6.A INLYSTING VAN SPORTKLUBS EN ANDERE : INDUSTRIëLE WATER (7/2/1/2/103, 7/2/1/2/49, 7/2/1/2/51, 7/2/1/2/93, 7/2/1/2/20 + 39, 15/6/5/1/3)

Die Raad het op 1990-06-12 (item 4.6.A) die volgende besluit van die Inlystingskomiteevergadering gehou op 1990-05-14 goedgekeur, naamlik

"dat 'n spesiale versoek gerig word aan die Besproeiingsraad vir inlysting van die volgende:

(i)	Mountain Breeze Karavaanpark	2,0 hektaar
(ii)	Vliegveld	2,0 hektaar
(iii)	Hottentots-Holland Kennel en Stellenbosch Riding Club (7/2/1/2/51)	1,5 hektaar
(iv)	Polisie Ontspanningsklub	1,0 hektaar
(v)	Gholfbaan	10,0 hektaar"

Daar is telefonies by die Departement van Waterwese vasgestel dat hulle nie individuele aansoeke hanteer nie. Die Raadgewende Ingenieurs lê die hele Besproeiingskema as 'n pakket voor en dit word goedgekeur op bestaande voorwaardes.

Die gevalle hierbo het almal vir inlysting aansoek gedoen om benewens water die 50 jaar huurtermyn te bekom.

Slegs die Hottentots-Holland Kennel- en Stellenbosch Riding Club voldoen aan die 30 % inlystingsvereistes van die Raad. Nieteenstaande die feit het hierdie klub nie, soos party van die ander sportklubs hierbo die fondse om die Raad se huur van R360,00 per hektaar per jaar plus eskalasie te betaal nie.

Die verskillende instansies betaal tans soos volg huur:

(a) Mountain Breeze Karavaanpark : R145,75 per hektaar per jaar met eskalasie van 50 % van die VPI elke drie jaar (20,3 ha).

(b) Vliegveld : Op Raadsvergadering 1989-11-14 (item 2.3.A) besluit die Raad om die huur tot 1990-12-31 te verleng teen R50,00 per jaar.

(c) Hottentots-Holland Kennel- en Stellenbosch Riding Club : Die huur staan tans op R80,53 per jaar met 10 % eskalasie per jaar vir 4,20 hektaar.

(d) Polisie Ontspanningsklub : R50,00 per jaar vir 5 ha.

(e) Gholfbaan : Betaal R2,00 per jaar vir ongeveer 70,5 hektaar. Die huurtermyn verstryk 1991-06-30.

Vorm 25/1

UITTREKSEL UIT DIE NOTULE VAN DIE RAADSVERGADERING GEHOU OP 17/7/90

AFDELING : LANDE BOSBOU EN PARKE EN ONTSPANNING

'n Raadsbesluit word benodig om die nuwe huurkontrakte met die verskillende instansies aan te gaan.

AANBEVEEL

(a) dat die bestaande en voorgenome huurkontrakte met krag vanaf die vermelde datums met die volgende instansies beëindig word en dat die volgende huurkontrakte in terme van en onderhewig aan die bepalings van Artikel 2.5.1.10 van die Provinsiale Administrasie GOK 1/1989 met hul gesluit word:

(i) dat 'n 50 jaar huurkontrak op bestaande voorwaardes met die Hottentots-Holland Kennel en Stellenbosch Riding Club aangegaan word vanaf 1991-04-01;

(ii) dat 'n 50 jaar huurkontrak met die Polisie Ontspanningsklub teen R50,00 per jaar met 10 % eskalasie per jaar aangegaan word vanaf 1991-04-01;

(iii) dat 'n 50 jaar huurkontrak met die Gholfbaan aangegaan word teen R50,00 per jaar met 10 % eskalasie per jaar vanaf 1991-04-01;

(iv) dat 'n 50 jaar huurkontrak teen R360,00 per hektaar per jaar plus die eskalasie-klousule soos van toepassing op Landbougrond, met Mountain Breeze Karavaanpark aangegaan word vanaf 1991-04-01. Die rede hiervoor is dat dit 'n besigheidsorganisasie is wat fondse genereer;

(v) dat 'n 50 jaar huurkontrak met die Vliegveld aangegaan word teen R360,00 per hektaar per jaar plus eskalasieklousule soos van toepassing op Landbougrond vanaf 1991-04-01. Die rede hiervoor is dat die Vliegklub fondse genereer; en

(b) dat al bogenoemde gevalle volle finansiële verantwoordelikheid vir inlysting dra soos in geval van Landbougrond.

(Provinsiale Administrasie GOK 1/1989 gedateer 1989-01-20 item 2.5.1.10)

5.6.A BESLUIT (nem con)

dat die aangeleentheid terugverwys word vir verdere ondersoek.

(HAB(S) + ST + BBB)

MEMORANDUM VAN OOREENKOMS AANGEGAAN EN GESLUIT

DEUR EN TUSSEN:

DIE MUNISIPALITEIT VAN STELLENBOSCH
hierin verteenwoordig deur ERASMUS PETRUS SMITH TALJAARD en GERHARDUS MATTHYS STRYDOM, in hulle hoedanighede as Burgemeester en Stadsklerk respektiewelik van die Munisipaliteit

("DIE MUNISIPALITEIT")

en

STELLENBOSCH VLIEGVELD MAATSKAPPY

hierin verteenwoordig deur KARL HEINRICH CHRISTOF VON DELFT
in sy hoedanigheid as Voorsitter van die Klub, behoorlik daartoe gemagtig.

("DIE KLUB")

N A D E M A A L -

(i) DIE MUNISIPALITEIT die geregistreerde eienaar is van 'n stuk grond, synde 'n gedeelte, ongeveer 28,2 hektaar van die plaas bekend as 502L geleë in die Afdeling Stellenbosch
("DIE EIENDOM")

(ii) DIE MUNISIPALITEIT voormelde eiendom aan DIE KLUB verhuur onderhewig aan die terme en voorwaardes waarvan meer volledig uiteengesit is in 'n afskrif van 'n huurooreenkoms tussen die partye, hierby aangeheg, gemerk "A".

(iii) DIE MUNISIPALITEIT bereid en begerig is om 'n lening toe te staan aan DIE KLUB ten opsigte van permanente verbeterings aan die eiendom, synde die voorbereiding en teer van die rybane.

(iv) DIE MUNISIPALITEIT die goedkeuring verkry het van die Administrateur van Kaapland vir die toestaan van sodanige lening ingevolge die bepalings van Artikel 185 van die Munisipale Ordonnansie, nommer 20 van 1974 (Kaap).

S7/42 ~~[illegible]~~ [illegible] [illegible] [illegible] /.....

NOU DERHALWE KOM DIE PARTYE ONDERLING AS VOLG OOREEN:

1.

DIE MUNISIPALITEIT sal 'n bedrag van hoogstens R17 766,27 (SEWENTIEN DUISEND SEWE HONDERD SES EN SESTIG RAND EN SEWE EN TWINTIG SENT) rentevry aan DIE KLUB leen en voorskiet vir die oprigting en aanbring van sodanige verbeterings, onderworpe aan die ondergemelde terme en voorwaardes. Indien die totale koste van voormelde verbeterings meer beloop as die bedrag van R17 766,27 (SEWENTIEN DUISEND SEWE HONDERD SES EN SESTIG RAND EN SEWE EN TWINGTIG SENT), sal enige en alle bedrae te bowegaande R17 766,27 (SEWENTIEN DUISEND SEWE HONDERD SES EN SESTIG RAND EN SEWE EN TWINTIG SENT) deur DIE KLUB betaal word.

2.

Enige ooreenkoms ten opsigte van of in verband met die oprigting of aanbring van voormelde permanente verbeterings sal aangegaan word tussen DIE MUNISIPALITEIT en enige derde party/e.

3.

Die leningsbedrag sal oorbetaal word aan DIE KLUB, maar indien DIE KLUB dit sou verlang, sal die leningsbedrag, of enige gedeelte/s daarvan direk betaal word aan die derde party/e hierbo in 2 vermeld volgens sodanige ooreenkoms, met dien verstande dat uitbetaling/s slegs sal geskied indien DIE MUNISIPALITEIT se Hoofboubeampte of sy gemagtigde (in diens van DIE MUNISIPALITEIT en vir hierdie doel as Klerk van Werke aangestel) sodanige uitbetalings/aanvragings behoorlik gesertifiseer het en voorts dat die oorbetaling beperk sal wees tot R17 766,27.

4.

DIE KLUB sal die leningsbedrag aan DIE MUNISIPALITEIT terugbetaal oor 'n periode wat ten einde loop op 30 Junie 1998, en wel soos volg:

(a) DIE KLUB sal voor 30 Junie 1987 'n bedrag van R6 073,94 (SES DUISEND EN DRIE EN SEWENTIG RAND EN VIER EN NEGENTIG SENT) by DIE MUNISIPALITEIT in effekte belê teen 'n vaste rentekoers van 17,5% per annum en vir 'n vaste termyn strekkende vanaf 1 Julie 1987 tot 30 Junie 1998, welke effekte aan DIE MUNISIPALITEIT gesedeer en oorgemaak sal word as sekuriteit vir die behoorlike terugbetaling van die leningsbedrag hierbo in 1 vermeld;

(b) die jaarlikse rente wat op voormelde belegging verdien word, sal nie aan DIE KLUB betaal word nie, maar vir die doel van hierdie ooreenkoms aangewend word vir die delging van die kapitaal in 1 vermeld;

(c) die bedrae hierbo in 4(a) en 4(b) vermeld sal nie by verstryking van die beleggingstermyn aan DIE KLUB betaal word nie, maar deur DIE MUNISIPALITEIT behou word in volle en finale terugbetaling van die leningsbedrag in 1 hierbo vermeld.

GEDATEER TE STELLENBOSCH op hierdie 28 ste dag van April 1987.

AS GETUIES:

1. .....

.....
BURGEMEESTER

2. .....

.....
STADSKLERK

GEDATEER TE STELLENBOSCH op hierdie 21 ste dag van April 1987.

AS GETUIES:

1. .....

.....
namens die Stellenbosch Vleisprodukte Maatschappij

2. .....

* * * * * * * * *

"40/D11/MEM03"

ST-REKORDS

Bylae E.1

US

VLIEGKLUB

STELLENBOSCH VLIEGVELD MAATSKAPPY

(ingelyfde vereniging sonder winsoogmerk)

Posbus
P O Box 388

7600 Stellenbosch
Suid-Afrika/South Africa

8 Apr. 1986

Stadsklerk,
bus 17,
llenbosch.

MUNISIPALITEIT — MUNICIPALITY
1986-04-10
STELLENBOSCH

eer,

i/s Aansoek om Rentevrye Lening.

verwysing na ons brief van 11 Oktober, 1985 het die direksie van boge-
nde Maatskappy die hele saak weer noukeurig oorweeg en besluit om die be-
g van die gevraagde lening te verminder tot R 22,610.00.

einde die posisie vir u duidelik te maak stel ons die nuwe aansoek se be-
e teenoor dit wat voorheen gevra is:-

Herseël van aanloopbaan	18,284	-- --
Verfwerk na herseëling	600	-- --
Teer van rybane (taxi ways)	25,650	19,950 -
Voorbereiding van rybane voor teer	3,420	2,660 -
Totale	42,954	22,610

e besparings word gemaak deur die herseël van die aanloopbaan vireers
t te stel. Voorts word die oppervlaktes van die rybane (taxi ways)
rminder van 9000 vk. meter na 7000 vk. meter wat vanselfsprekend die
ste baie verminder.

tussen het ons vir die Afdeling Burgerlugvaart gevra om skriftelik te
vestig dat wat hulle betref, ons voortbestaan op die bestaande terrein
seker is, m.a.w. dat ons as 'n vaste instelling beskou word.

e Uwe,

..... Sekretaris.

Johan Swart.

AGENDA

10

9. KAPITAALAANVRAGINGS VAN SPORTKLUBS VIR FINANSIERING UIT GLOBALE TOEKENNING TEN BEDRAE VAN R75 000,00

Bylae E bevat die aansoeke van die Vliegklub, Sportbeheerraad, Paradyskloof Tennisklub en Van der Stel Sportklub wat uit die globale toekenning van R75 000,00 gefinansier moet word. Die Raad het reeds op 18 Maart 1986 (item 7.9 A) 'n bedrag van R2 233,73 uit hierdie bron aan Van der Stel Sportklub toegeken ten opsigte van 'n krieketkolfblad en warmwatersilinders.

TER OORWEGING.

Die v

9. *BESLUIT dat aan die Paradyskloof Tennisklub R3 000, die Sportbeheerraad R30 000, die Van der Stel Sportklub R22 000 en die Stellenbosch Vliegklub ongeveer R17 766,27 ingevolge die Raad se finansieringskemas vir Sportklubs, toegeken word.*

(SABB(J) + ASST-SK(Kleurlingsake)ST)

10. AANSOEK VAN GHOLFKLUB VIR BETALING VAN RENTE EN DELGING OP BESTAANDE LENING

Hierdie laat-aansoek gedateer 16 April 1986 lui soos volg:

"Ons telefoongesprek van 16 deser het betrekking.

Ons doen beleefd aansoek dat die bedrag soos nou verskuldig is en in die toekoms verskuldig gaan word ingevolge rekening met verwysing 81-400-690-2 asseblief deur die Raad vrygestel gaan word.

Die redes vir ons aansoek is reeds aan u bekend."

Die bedrag betrokke is R1 000,24 per jaar en die lening verval op 30 Junie 1991.

TER OORWEGING.

10. *BESLUIT:*

(a) dat die Raad die verantwoordelikheid vir die betaling van die rente en delging vir die huidige sowel as toekomstige boekjare aanvaar totdat die lening afgelos is; en

(b)/.....

MEMORANDUM VAN OOREENKOMS AANGEGAAN EN GESLUIT

DEUR EN TUSSEN:

VERVAL: GEBÊRE OP LEER

DIE MUNISIPALITEIT VAN STELLENBOSCH
hierin verteenwoordig deur ERASMUS PETRUS SMITH TALJAARD en GERHARDUS MATTHYS STRYDOM, in hulle hoedanighede as Burgemeester en Stadsklerk respektiewelik van die Munisipaliteit

("DIE MUNISIPALITEIT")

en

STELLENBOSCH VLIEGVELD MAATSKAPPY

hierin verteenwoordig deur KARL HEINRICH CHRISTOF VON DELFT
in sy hoedanigheid as Voorsitter van die Klub, behoorlik daartoe gemagtig.

("DIE KLUB")

N A D E M A A L -

(i) DIE MUNISIPALITEIT die geregistreerde eienaar is van 'n stuk grond, synde 'n gedeelte, ongeveer 28,2 hektaar van die plaas bekend as 502L geleë in die Afdeling Stellenbosch
("DIE EIENDOM")

(ii) DIE MUNISIPALITEIT voormelde eiendom aan DIE KLUB verhuur onderhewig aan die terme en voorwaardes waarvan meer volledig uiteengesit is in 'n afskrif van 'n huurooreenkoms tussen die partye, hierby aangeheg, gemerk "A".

(iii) DIE MUNISIPALITEIT bereid en begerig is om 'n lening toe te staan aan DIE KLUB ten opsigte van permanente verbeterings aan die eiendom, synde die voorbereiding en teer van die rybane.

(iv) DIE MUNISIPALITEIT die goedkeuring verkry het van die Administrateur van Kaapland vir die toestaan van sodanige lening ingevolge die bepalings van Artikel 185 van die Munisipale Ordonnansie, nommer 20 van 1974 (Kaap).

NOU DERHALWE KOM DIE PARTYE ONDERLING AS VOLG OOREEN:

1.

DIE MUNISIPALITEIT sal 'n bedrag van hoogstens R17 766,27 (SEWENTIEN DUISEND SEWE HONDERD SES EN SESTIG RAND EN SEWE EN TWINTIG SENT) rentevry aan DIE KLUB leen en voorskiet vir die oprigting en aanbring van sodanige verbeterings, onderworpe aan die ondergemelde terme en voorwaardes. Indien die totale koste van voormelde verbeterings meer beloop as die bedrag van R17 766,27 (SEWENTIEN DUISEND SEWE HONDERD SES EN SESTIG RAND EN SEWE EN TWINGTIG SENT), sal enige en alle bedrae te bowegaande R17 766,27 (SEWENTIEN DUISEND SEWE HONDERD SES EN SESTIG RAND EN SEWE EN TWINTIG SENT) deur DIE KLUB betaal word.

2.

Enige ooreenkoms ten opsigte van of in verband met die oprigting of aanbring van voormelde permanente verbeterings sal aangegaan word tussen DIE MUNISIPALITEIT en enige derde party/e.

3.

Die leningsbedrag sal oorbetaal word aan DIE KLUB, maar indien DIE KLUB dit sou verlang, sal die leningsbedrag, of enige gedeelte/s daarvan direk betaal word aan die derde party/e hierbo in 2 vermeld volgens sodanige ooreenkoms, met dien verstande dat uitbetaling/s slegs sal geskied indien DIE MUNISIPALITEIT se Hoofboubeampte of sy gemagtigde (in diens van DIE MUNISIPALITEIT en vir hierdie doel as Klerk van Werke aangestel) sodanige uitbetalings/aanvragings behoorlik gesertifiseer het en voorts dat die oorbetaling beperk sal wees tot R17 766,27.

4.

DIE KLUB sal die leningsbedrag aan DIE MUNISIPALITEIT terugbetaal oor 'n periode wat ten einde loop op 30 Junie 1998, en wel soos volg:

(a) DIE KLUB sal voor 30 Junie 1987 'n bedrag van R6 073,94 (SES DUISEND EN DRIE EN SEWENTIG RAND EN VIER EN NEGENTIG SENT) by DIE MUNISIPALITEIT in effekte belê teen 'n vaste rentekoers van 17,5% per annum en vir 'n vaste termyn strekkende vanaf 1 Julie 1987 tot 30 Junie 1998, welke effekte aan DIE MUNISIPALITEIT gesedeer en oorgemaak sal word as sekuriteit vir die behoorlike terugbetaling van die leningsbedrag hierbo in 1 vermeld;

(b) die jaarlikse rente wat op voormelde belegging verdien word, sal nie aan DIE KLUB betaal word nie, maar vir die doel van hierdie ooreenkoms aangewend word vir die delging van die kapitaal in 1 vermeld;

(c) die bedrae hierbo in 4(a) en 4(b) vermeld sal nie by verstryking van die beleggingstermyn aan DIE KLUB betaal word nie, maar deur DIE MUNISIPALITEIT behou word in volle en finale terugbetaling van die leningsbedrag in 1 hierbo vermeld.

GEDATEER TE STELLENBOSCH op hierdie 28ste dag van April 1987.

AS GETUIES:

1. .....

.....
BURGEMEESTER

2. .....

.....
STADSKLERK

GEDATEER TE STELLENBOSCH op hierdie 21ste dag van April 1987.

AS GETUIES:

1. .....

.....
namens die Stellenbosch Vlieëveld Maatskappy

2. .....

.....

* * * * * * * * *

"40/D11/MEMO3"

KOPIE.

O O R E E N K O M S

MEMORANDUM VAN 'N OOREENKOMS AANGEGAAN EN GESLUIT DEUR EN TUSSEN

DIE STELLENBOSSCHE VLIEGKLUB, hierin verteenwoordig deur J. J. BRAND in sy hoedanigheid as voorsitter van die Klub, behoorlik daartoe gemagtig

(hiernagenoem "die Klub)

- en -

STELLENBOSCH VLIEGVELD MAATSKAPPY (Ingelyfde Vereniging sonder Winsoogmerk) hierin verteenwoordig deur in sy hoedanigheid as 'n direkteur van die Maatskappy en behoorlik daartoe gemagtig

(hiernagenoem "die Maatskappy")

- en -

DIE RAAD VAN DIE MUNISIPALITEIT STELLENBOSCH, hierin verteenwoordig deur die Burgemeester en Stadsklerk, behoorlik daartoe gemagtig

(hiernagenoem "die Munisipaliteit)

N A D E M A A L die Munisipaliteit en die Klub op 29 Junie 1979 'n huurooreenkoms aangegaan het ten opsigte van sekere vaste eiendom, synde 'n gedeelte, ongeveer 28,2 hektaar, van die plaas bekend as 502L, soos nader aangedui op die Kaart aangeheg by gemelde huurooreenkoms, 'n afskrif waarvan hierby aangeheg is, gemerk "A";

E N N A D E M A A L die Klub se regte en verpligtinge ten opsigte van voormelde eiendom sedert datum van sluiting van voormelde ooreenkoms oorgegaan het in die Maatskappy;

2/....

N O U D E R H A L W E K O M D I E P A R T Y E A S V O L G O O R E E N :-

1. Die Klub sedeer hiermee al sy regte, titel en belang en delegeer sy verpligtinge en verantwoordelikhede in en ten opsigte van voormelde huurooreenkoms aan die Maatskappy en derhalwe vervang die Maatskappy die Klub as huurder ingevolge die huurooreenkoms op datum van ondertekening van hierdie ooreenkoms, vanaf welke datum die Klub onthef sal wees van al sy verpligtinge en regte en die Maatskappy gebonde sal wees aan al die verpligtinge en geregtig sal wees op al die regte as dié waaraan en waarop die Klub gebonde en geregtig sou wees kragtens voormelde huurooreenkoms.

2. Die Maatskappy aanvaar hiermee voormelde sessie en delegasie as toekomstige huurder kragtens voormelde huurooreenkoms en onderworpe aan al die voorwaardes daarin vervat.

3. Die Munisipaliteit stem hiermee toe tot die voorafgaande sessie en delegasie van die regte en verpligtinge vervat in voormelde huurooreenkoms aan die Maatskappy.

4. Die Maatskappy sal die koste vir en in verband met die opstel van hierdie ooreenkoms, asook seëlregte, betaal.

GEDATEER te STELLENBOSCH hierdie 23rd dag van April 1980.

AS GETUIES

1. .....

2. .....

DIE STELLENBOSSCHE VLIEGKLUB

GEDATEER te STELLENBOSCH hierdie dag van
1980

AS GETUIES

1. .....

2. .....

STELLENBOSCH VLIEGVELD
MAATSKAPPY

GEDATEER te STELLENBOSCH hierdie dag van
1980

AS GETUIES

1. .....

2. .....

(Burgemeester)

(Stadsklerk)

MUNISIPALITEIT STELLENBOSCH

A

MEMORANDUM VAN HUUROOREENKOMS

AANGEGAAN TUSSEN

I DIE RAAD VAN DIE MUNISIPALITEIT STELLENBOSCH
waarna daar voorts as die verhuurder verwys word en wat vir die toepassing van hierdie ooreenkoms deur die dienende Burgemeester en Stadsklerk verteenwoordig word, enersyds;

en

II DIE STELLENBOSCHSE VLIEGKLUB
na wie daar voorts as die huurder verwys word en wat vir die toepassing van hierdie ooreenkoms deur die dienende voorsitter en sekretaris verteenwoordig word, andersyds.

1. Beskrywing van verhuurde eiendom

Die verhuurder verhuur aan die huurder 'n stuk grond, synde 'n gedeelte, ongeveer 28,2 hektaar, van die plaas bekend as 502L, soos nader aangedui op die kaart hierby aangeheg as bylae A.

2. Termyn van verhuring

Die huurooreenkoms neem 'n aanvang op die eerste dag van Julie 1979 en sluit af op die 30ste Junie 1989, dog is steeds onderworpe aan die bepalings van klousule 20 hieronder.

3. Huurloon en munisipale belasting

Die huurder betaal vooruit aan die verhuurder jaarliks, by die kantoor van die Stadstesourier, die som van twee rand op die 1ste dag van Julie 1979, en daarna op die 1ste dag van Julie van elke jaar.

4. Beskerming van verbeteringe

Alle bome en verbeteringe op die verhuurde perseel is die eiendom van die verhuurder en mag nie sonder die verhuurder se skriftelike toestemming verwyder word nie.

5. Waterbronne

(1) Die verhuurder waarborg geen voorraad van oppervlakte- of ondergrondse water nie;

(2) Die huurder onderneem om nie met fonteine of met die natuurlike vloei van oppervlakte- afloopwater in te meng nie deur kanale, vore of damme te bou of om enige ander werke uit te voer sonder die voorafverkreë skriftelike toestemming van die verhuurder daartoe nie.

/...

A.P.A
P.L.

6. Grondbewaring

(1) Die huurder onderneem om die eiendom te gebruik op 'n versigtige en sorgsame wyse, en ook om verswakking van die natuurlike vrugbaarheid en kwaliteit teen te werk.

(2) Die huurder onderneem om gronderosie teen te werk en om stiptelik uitvoering te gee aan die bepalings van enige grondbewaringskema wat volgens wet op die eiendom van toepassing mag wees, en te dien einde behou die verhuurder die reg voor om periodieke instruksies uit te reik.

(3) Die verhuurder behou die reg voor om sodanige werke uit te voer as wat hy nodig mag ag vir die bestryding van gronderosie, en wel op die koste van die huurder se laasgenoemde versuim om dit op die verhuurder se versoek te doen.

(4) Die huurder onderneem om geen sand, grond of gruis vanaf die eiendom vir verkoping of gebruik elders te verwyder nie.

(5) Die huurder onderneem om toe te sien dat geen vullis, rommel of afval op die eiendom gestort word nie.

7. Skadelike gewasse

(1) Die huurder onderneem om die eiendom van skadelike gewasse wat kragtens die wet op onkruid geproklameer is, skoon te hou.

(2) Die verhuurder behou die reg voor om sodanige stappe as wat hy dienlik mag ag, te doen ter verwydering van dergelike geproklameerde onkruid, en wel op die koste van die huurder ingeval laasgenoemde versuim om dit op die verhuurder se versoek te doen.

8. Brandbestryding

(1) Die huurder onderneem om die uiterste sorg uit te oefen ter beskerming van die eiendom teen veldbrande, en die verhuurder kan vereis dat die huurder op sy eie koste sodanige brandpaaie bou as wat die verhuurder nodig mag ag.

(2) Die huurder is aanspreeklik vir vergoeding aan die verhuurder vir brandskade aan bome of ander plante op die eiendom wat aan die verhuurder behoort, en sodanige skade word deur 'n beëdigde taksateur, wie se bevinding bindend is, aangeslaan.

9. Omheining

(1) Die huurder is verantwoordelik vir die oprigting en koste van enige omheining wat hy vir die beskerming van sy onderneming op die eiendom nodig mag ag.

/...

A.P.A
P.G.L.

(2) Omheining wat deur die huurder opgerig word, kan binne een maand na die afloop van die huurooreenkoms verwyder word, maar die verhuurder kan uitstel vir sodanige verwydering verleen totdat die eiendom weer verhuur is om onderhandelinge met die opvolger vir die verkoping of oordrag daarvan moontlik te maak: Met dien verstande dat die verhuurder eienaar van sodanige omheining word indien geen finale reëlings binne sestig dae vanaf die datum van herverhuring deur die huurder getref is nie, en in so 'n geval is die huurder nie geregtig tot enige vergoeding vir die omheining wat aldus deur hom verbeur is nie.

10. Onderverhurings, sessies of oordragte

(1) Die huurder sedeer of dra nie hierdie huurooreenkoms oor nie, of onderverhuur nie die eiendom of enige deel daarvan sonder die voorafverkreë skriftelike toestemming van die verhuurder nie.

(2) 'n Gewaarmerkte afskrif van enige akte van sessie, oordrag of onderverhuring word deur die huurder aan die Stadsklerk verstrek.

11. Geboue en strukturele verbeteringe

(1) Geen nuwe gebou, struktuur of ander permanente verbetering word op die eiendom opgerig of uitgevoer sonder die voorafverkreë skriftelike toestemming van die verhuurder nie, en die verhuurder kan gelas dat sodanige gebou, struktuur of verbetering wat inderdaad sonder sy toestemming opgerig of gebou is, verwyder word.

(2) Goedgekeurde verbeteringe van enige aard word deur die huurder op sy eie risiko aangebring.

(3) Die verhuurder kan vereis dat die huurder enige geboue of ander verbeteringe op die eiendom teen skade verseker en as die huurder versuim om dit te doen, kan die verhuurder self die versekering op die huurder se koste aangaan.

(4) Behuising kan, met die behoud van die bepalings van subklousules (1), (2), (3) en (5) van hierdie ooreenkoms op die eiendom opgerig word, onderworpe aan die volgende voorwaardes:

(i) die voorafverkreë toestemming van die verhuurder; en

(ii) die vereistes van die toepaslike Wetgewing met betrekking tot die inwoning van Swartes en/of Anderskleuriges op die eiendom.

Enige vorm van plakkery op die eiendom is ten strengste verbode.

(5) Die huurder is nie daartoe geregtig om enige vergoeding van die verhuurder te eis ten opsigte van geboue opgerig of ander verbeteringe aangebring op die eiendom nie.

12. Bakens

Deur die huurooreenkoms te onderteken erken die huurder dat hy bewus is van die werklike ligging van alle bakens wat die eiendom se grense bepaal, en enige onkunde of misverstand aan sy kant in hierdie verband raak nie die geldigheid van die huurooreenkoms of maak hom nie geregtig tot 'n vermindering van die huurloon of tot kompensasie in enige vorm nie.

13. Paaie

Die huurder onderneem om alle bestaande paaie op die eiendom in n goeie toestand te hou, en voorts om geen verdere paaie te bou of oop te maak sonder die voorafverkreë skriftelike toestemming van die verhuurder nie.

14. Inspeksies

Die gemagtigde amptenare van die verhuurder kan te eniger tyd die eiendom betree om sodanige inspeksies as wat hulle nodig mag ag, uit te voer en om vas te stel of die voorwaardes van die huurooreenkoms stiptelik nagekom word.

15. Advertensietekens

Die huurder rig geen advertensietekens hoegenaamd op die eiendom op nie, en laat ook nie toe dat sulke tekens opgerig word sonder die voorafverkreë skriftelike toestemming van die verhuurder nie.

16. Afdelingsraadbelastings

Die huurder onderneem om alle belastings wat deur die Afdelingsraad op die eiendom gehef word, regstreeks aan daardie owerheid te betaal.

17. Erfdiensbaarhede

Die huurder is onderworpe aan enige bestaande erfdiensbaarhede wat aan die eiendom kleef, en as dit te eniger tyd sou blyk dat die verhuurder nie daartoe geregtig was om die eiendom of enige deel daarvan te verhuur nie, het die huurder geen eis vir skadevergoeding behalwe dat die huurloon pro rata verminder word ten opsigte van daardie deel van die eiendom wat van okkupasie of gebruik deur die huurder onttrek word, en wel vanaf die datum van sodanige onttrekking.

18. Skadeloosstelling

Die huurder stel die verhuurder mits dese skadeloos teen enige eise om vergoeding van skade wat deur derde partye teen die verhuurder mag instel.

omicilium citandi et executandi

domicilium citandi et executandi van die huurder vir die toepassing ierdie huurooreenkoms is Posbus 388, Stellenbosch.

20. Opsegging van huurooreenkoms

(1) Hierdie ooreenkoms kan deur die verhuurder opgesê word -

(a) by die versuim van die huurder om enige voorwaarde of bepaling wat hierin voorgeskryf word na te kom, onderworpe aan 'n grasieperiode van twee maande aan die huurder om sodanige versuim reg te stel na skriftelike kennisgewing aan hom deur die verhuurder wat die aard van die versuim aandui;

(b) ten opsigte van enige deel of die geheel van die eiendom wat dadelik vir bona fide munisipale doeleindes of mandaleindes benodig word, onderworpe aan kennisgewing van minstens ses maande; of

(c) in die geval van die huurder se ontbinding.

(2) In die geval van 'n opsegging ingevolge sub-klousule (1) vanaf 'n datum wat in die kennisgewing aan die huurder aangedui word, is die verhuurder generwyse aanspreeklik vir vergoeding aan die huurder of sy boedel vir verbeteringe wat op die eiendom aangebring is of vir enige ander skade wat die huurder as gevolg van sodanige opsegging mag ly.

21. Koste van ooreenkoms

Alle koste wat deur die verhuurder vir die voorbereiding van hierdie huurooreenkoms aangegaan is, plus die koste van die verhuringsadvertensie, plus die opmetingskoste, plus ander toevallige uitgawes, word deur die huurder gedra, en hy kan nie die korrektheid van die bedrag wat deur die verhuurder geëis word, betwis nie.

22. Hof van jurisdiksie

Die verhuurder en huurder kom ooreen dat enige landdroshof wat jurisdiksie oor die huurder het, ook jurisdiksie sal hê ten opsigte van enige aksie of proses wat uit hierdie ooreenkoms mag ontstaan.

23. Invorderingskoste

Indien die verhuurder opdrag aan sy prokureurs sou gee om enige gelde wat kragtens hierdie ooreenkoms betaalbaar is, op die huurder te verhaal, is die huurder aanspreeklik vir die betaling van alle koste deur die verhuurder in hierdie verband aangegaan, bereken op 'n prokureur/kliënt-basis, en insluitende sodanige heffings betaalbaar kragtens regulasie 62 van Wet 20 van 1916, of enige vervanging of wysiging daarvan, of enige soortgelyke heffings.

/...

24. Beheer oor gebruik van lug

Die huurder se reëls in verband met vlugte in die lug oor of in die onmiddellike omgewing van Stellenbosch of Somerset-Wes is onderworpe aan die goedkeuring van die verhuurder en die huurder aanvaar dat die verhuurder 'n verteenwoordiger op die huurder se bestuur kan benoem.

ALDUS GEDAAN EN UITGEVOER TE STELLENBOSCH, HEDE DIE 29ste DAG VAN Junie 1979, IN DIE AANWESIGHEID VAN DIE ONDERGETEKENDE GETUIES :

1. TEN BEHOWE VAN DIE VERHUURDER

(a) ..... BURGEMEESTER

(b) ..... STADSKLERK

(c) ..... GETUIE

(d) ..... GETUIE

2. TEN BEHOEWE VAN DIE HUURDER

(a) ..... VOORSITTER

(b) ..... SEKRETARIS

(c) ..... GETUIE

(d) ..... GETUIE

JPduP/JvdP

NOTULE VAN 'N VERGADERING VAN DIE UITVOERENDE KOMITEE VAN DIE STELLENBOSSCHE VLIEGKLUB GEHOU TE STELLENBOSCH OP 22 MAART 1980

BESLUIT

1. Dat die Klub 'n ooreenkoms aangaan met die Stellenbosch Vliegveld Maatskappy (Ingelyfde Vereniging sonder Winsoogmerk) en die Raad van die Munisipaliteit Stellenbosch waarkragtens die Klub al sy regte, titel en belang in en ten opsigte van 'n huurooreenkoms gesluit met die Raad van die Munisipaliteit Stellenbosch op 29 Junie 1979 aan voormelde Maatskappy sedeer en sy verpligtinge en verantwoordelikhede daarkragtens delegeer en derhalwe die Maatskappy die Klub vervang as huurder ingevolge die huurooreenkoms op datum van ondertekening van sodanige ooreenkoms, vanaf welke datum die Klub onthef sal wees van al sy verpligtinge en regte en die maatskappy gebonde sal wees aan al die verpligtinge en geregtig sal wees op al die regte as dié waaraan en waarop die Klub gebonde en geregtig sou wees kragtens voormelde huurooreenkoms.

2. Dat J. J. BRAND in sy hoedanigheid as voorsitter van die Klub, gemagtig word om voormelde ooreenkoms namens die Klub te onderteken en in sy diskresie die verdere voorwaardes daarvan bepaal.

DATUM 22 April 1980

VOORSITTER

SEKRETARIS

NOTULE VAN 'N VERGADERING VAN DIE RAAD VAN DIREKTEURE VAN STELLENBOSCH VLIEGVELD MAATSKAPPY (INGELYFDE VERENIGING SONDER WINSOOGMERK) GEHOU TE STELLENBOSCH OP 22 April 1980

BESLUIT

1. Dat die Maatskappy 'n ooreenkoms aangaan met die Stellenbossche Vliegklub en die Raad van die Munisipaliteit Stellenbosch waarkragtens die Klub al sy regte, titel en belang in en ten opsigte van 'n huurooreenkoms gesluit met die Raad van die Munisipaliteit Stellenbosch op 29 Junie 1979 aan voormelde Maatskappy sedeer en sy verpligtinge en verantwoordelikhede daarkragtens delegeer en derhalwe die Maatskappy die Klub vervang as huurder ingevolge die huurooreenkoms op datum van ondertekening van sodanige ooreenkoms vanaf welke datum die Klub onthef sal wees van al sy verpligtinge en regte en die maatskappy gebonde sal wees aan al die verpligtinge en geregtig sal wees op al die regte as dié waaraan en waarop die Klub gebonde en geregtig sou wees kragtens voormelde huurooreenkoms.

2. Dat die Maatskappy voormelde sessie en delegasie as toekomstige huurder kragtens voormelde huurooreenkoms aanvaar onderworpe aan al die voorwaardes daarin vervat.

3. Dat die Maatskappy die koste vir en in verband met die opstel van die voorgenome ooreenkoms, asook seëlregte betaal.

4. Dat/....

NOTULE VAN 'N VERGADERING VAN DIE RAAD VAN DIREKTEURE VAN STELLENBOSCH VLIEGVELD MAATSKAPPY (INGELYFDE VERENIGING SONDER WINSOOGMERK) GEHOU TE STELLENBOSCH OP 22 April 1980

BESLUIT

1. Dat die Maatskappy 'n ooreenkoms aangaan met die Stellenbossche Vliegklub en die Raad van die Munisipaliteit Stellenbosch waarkragtens die Klub al sy regte, titel en belang in en ten opsigte van 'n huurooreenkoms gesluit met die Raad van die Munisipaliteit Stellenbosch op 29 Junie 1979 aan voormelde Maatskappy sedeer en sy verpligtinge en verantwoordelikhede daarkragtens delegeer en derhalwe die Maatskappy die Klub vervang as huurder ingevolge die huurooreenkoms op datum van ondertekening van sodanige ooreenkoms vanaf welke datum die Klub onthef sal wees van al sy verpligtinge en regte en die maatskappy gebonde sal wees aan al die verpligtinge en geregtig sal wees op al die regte as dié waaraan en waarop die Klub gebonde en geregtig sou wees kragtens voormelde huurooreenkoms.

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3. Dat die Maatskappy die koste vir en in verband met die opstel van die voorgenome ooreenkoms, asook seëlregte betaal.

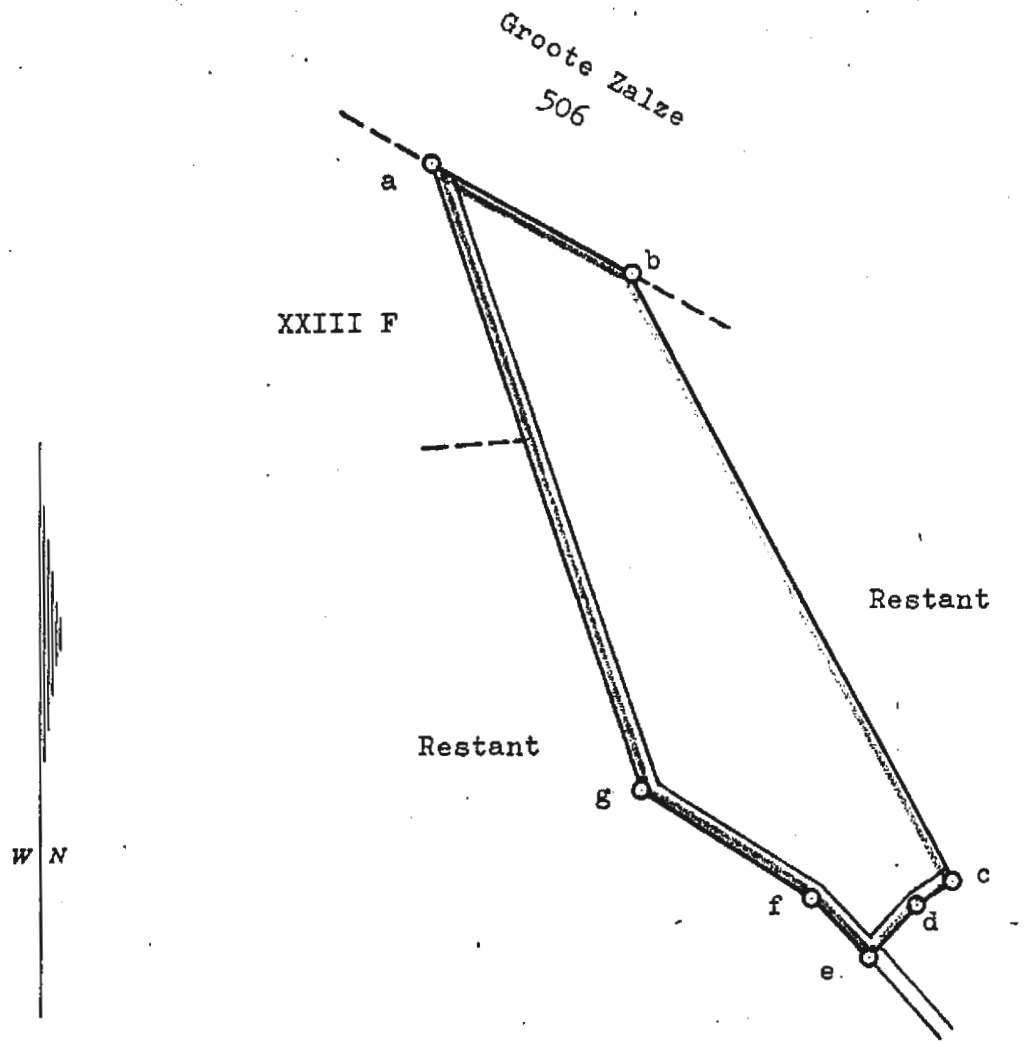
4. Dat....

4. Dat E C MALAN in sy hoedanigheid as direkteur van die Maatskappy, gemagtig word om voormelde ooreenkoms namens die Maatskappy te onderteken en die verdere voorwaardes daarvan bepaal.

.....
DIREKTEUR

DATUM 22-04-90

.....
SEKRETARIS



Skaal: 1/ 10 000

Die figuur a b c d e f g *stel voor* 22 Hektaar, uitgesonderd die 20 meter paaie, (tot naaste ½ Hektaar) *grond synde*

Munisipale Huurgrond Perseel XXIII K (Vliegveld)

geleë in die Munisipaliteit en Afdeling Stellenbosch
Provinsie Kaap die Goeie Hoop.

Opgestel deur my Maart 1973,

Landmeter

Oorspronklike Kaart	*Burgermeester*	*Huurder*
Nr. 9133/1957	*Stadsklerk*	
T/A Stel. F.5-34	*Getuie* 1.	*Getuie* 1.
Vel BH-8DCD	2.	2.

VERVAL: GEBERE OP KOPIE.

O O R E E N K O M S

MEMORANDUM VAN 'N OOREENKOMS AANGEGAAN EN GESLUIT DEUR EN TUSSEN

DIE STELLENBOSSCHE VLIEGKLUB, hierin verteenwoordig deur J. J. BRAND in sy hoedanigheid as voorsitter van die Klub, behoorlik daartoe gemagtig

(hiernagenoem "die Klub)

- en -

STELLENBOSCH VLIEGVELD MAATSKAPPY (Ingelyfde Vereniging sonder Winsoogmerk) hierin verteenwoordig deur in sy hoedanigheid as 'n direkteur van die Maatskappy en behoorlik daartoe gemagtig

(hiernagenoem "die Maatskappy")

- en -

DIE RAAD VAN DIE MUNISIPALITEIT STELLENBOSCH, hierin verteenwoordig deur die Burgemeester en Stadsklerk, behoorlik daartoe gemagtig

(hiernagenoem "die Munisipaliteit)

N A D E M A A L die Munisipaliteit en die Klub op 29 Junie 1979 'n huurooreenkoms aangegaan het ten opsigte van sekere vaste eiendom, synde 'n gedeelte, ongeveer 28,2 hektaar, van die plaas bekend as 502L, soos nader aangedui op die Kaart aangeheg by gemelde huurooreenkoms, 'n afskrif waarvan hierby aangeheg is, gemerk "A";

E N N A D E M A A L die Klub se regte en verpligtinge ten opsigte van voormelde eiendom sedert datum van sluiting van voormelde ooreenkoms oorgegaan het in die Maatskappy;

2/....

N O U D E R H A L W E K O M D I E P A R T Y E A S V O L G O O R E E N :-

1. Die Klub sedeer hiermee al sy regte, titel en belang en delegeer sy verpligtinge en verantwoordelikhede in en ten opsigte van voormelde huurooreenkoms aan die Maatskappy en derhalwe vervang die Maatskappy die Klub as huurder ingevolge die huurooreenkoms op datum van ondertekening van hierdie ooreenkoms, vanaf welke datum die Klub onthef sal wees van al sy verpligtinge en regte en die Maatskappy gebonde sal wees aan al die verpligtinge en geregtig sal wees op al die regte as dié waaraan en waarop die Klub gebonde en geregtig sou wees kragtens voormelde huurooreenkoms.

2. Die Maatskappy aanvaar hiermee voormelde sessie en delegasie as toekomstige huurder kragtens voormelde huurooreenkoms en onderworpe aan al die voorwaardes daarin vervat.

3. Die Munisipaliteit stem hiermee toe tot die voorafgaande sessie en delegasie van die regte en verpligtinge vervat in voormelde huurooreenkoms aan die Maatskappy.

4. Die Maatskappy sal die koste vir en in verband met die opstel van hierdie ooreenkoms, asook seëlregte, betaal.

GEDATEER te STELLENBOSCH hierdie [illegible] dag van [illegible] 1980.

AS GETUIES

1. .....

2. .....

.....
DIE STELLENBOSSCHE VLIEGKLUB

GEDATEER te STELLENBOSCH hierdie dag van
1980

AS GETUIES

1. .....

2. .....

STELLENBOSCH VLIEGVELD
MAATSKAPPY

GEDATEER te STELLENBOSCH hierdie dag van
1980

AS GETUIES

1. .....

2. .....

(Burgemeester)

(Stadsklerk)

MUNISIPALITEIT STELLENBOSCH

A

MEMORANDUM VAN HUUROOREENKOMS

AANGEGAAN TUSSEN

I DIE RAAD VAN DIE MUNISIPALITEIT STELLENBOSCH
waarna daar voorts as die verhuurder verwys word en wat vir die toepassing van hierdie ooreenkoms deur die dienende Burgemeester en Stadsklerk verteenwoordig word, enersyds;

en

II DIE STELLENBOSCHSE VLIEGKLUB
na wie daar voorts as die huurder verwys word en wat vir die toepassing van hierdie ooreenkoms deur die dienende voorsitter en sekretaris verteenwoordig word, andersyds.

1. Beskrywing van verhuurde eiendom

Die verhuurder verhuur aan die huurder 'n stuk grond, synde 'n gedeelte, ongeveer 28,2 hektaar, van die plaas bekend as 502L, soos nader aangedui op die kaart hierby aangeheg as bylae A.

2. Termyn van verhuring

Die huurooreenkoms neem 'n aanvang op die eerste dag van Julie 1979 en sluit af op die 30ste Junie 1989, dog is steeds onderworpe aan die bepalings van klousule 20 hieronder.

3. Huurloon en munisipale belasting

Die huurder betaal vooruit aan die verhuurder jaarliks, by die kantoor van die Stadstesourier, die som van twee rand op die 1ste dag van Julie 1979, en daarna op die 1ste dag van Julie van elke jaar.

4. Beskerming van verbeteringe

Alle bome en verbeteringe op die verhuurde perseel is die eiendom van die verhuurder en mag nie sonder die verhuurder se skriftelike toestemming verwyder word nie.

5. Waterbronne

(1) Die verhuurder waarborg geen voorraad van oppervlakte- of ondergrondse water nie;

(2) Die huurder onderneem om nie met fonteine of met die natuurlike vloei van oppervlakte- afloopwater in te meng nie deur kanale, vore of damme te bou of om enige ander werke uit te voer sonder die voorafverkreë skriftelike toestemming van die verhuurder daartoe nie.

/...

A.P.A
P.L.L...

6. Grondbewaring

(1) Die huurder onderneem om die eiendom te gebruik op n versigtige en sorgsame wyse, en ook om verswakking van die natuurlike vrugbaarheid en kwaliteit teen te werk.

(2) Die huurder onderneem om gronderosie teen te werk en om stiptelik uitvoering te gee aan die bepalings van enige grondbewaringskema wat volgens wet op die eiendom van toepassing mag wees, en te dien einde behou die verhuurder die reg voor om periodieke instruksies uit te reik.

(3) Die verhuurder behou die reg voor om sodanige werke uit te voer as wat hy nodig mag ag vir die bestryding van gronderosie, en wel op die koste van die huurder se laasgenoemde versuim om dit op die verhuurder se versoek te doen.

(4) Die huurder onderneem om geen sand, grond of gruis vanaf die eiendom vir verkoping of gebruik elders te verwyder nie.

(5) Die huurder onderneem om toe te sien dat geen vullis, rommel of afval op die eiendom gestort word nie.

7. Skadelike gewasse

(1) Die huurder onderneem om die eiendom van skadelike gewasse wat kragtens die wet op onkruid geproklameer is, skoon te hou.

(2) Die verhuurder behou die reg voor om sodanige stappe as wat hy dienlik mag ag, te doen ter verwydering van dergelike geproklameerde onkruid, en wel op die koste van die huurder ingeval laasgenoemde versuim om dit op die verhuurder se versoek te doen.

8. Brandbestryding

(1) Die huurder onderneem om die uiterste sorg uit te oefen ter beskerming van die eiendom teen veldbrande, en die verhuurder kan vereis dat die huurder op sy eie koste sodanige brandpaaie bou as wat die verhuurder nodig mag ag.

(2) Die huurder is aanspreeklik vir vergoeding aan die verhuurder vir brandskade aan bome of ander plante op die eiendom wat aan die verhuurder behoort, en sodanige skade word deur n beëdigde taksateur, wie se bevinding bindend is, aangeslaan.

9. Omheining

(1) Die huurder is verantwoordelik vir die oprigting en koste van enige omheining wat hy vir die beskerming van sy onderneming op die eiendom nodig mag ag.

/...

A.P.A
P.L.L.

(2) Omheining wat deur die huurder opgerig word, kan binne een maand na die afloop van die huurooreenkoms verwyder word, maar die verhuurder kan uitstel vir sodanige verwydering verleen totdat die eiendom weer verhuur is om onderhandelinge met die opvolger vir die verkoping of oordrag daarvan moontlik te maak: Met dien verstande dat die verhuurder eienaar van sodanige omheining word indien geen finale reëlings binne sestig dae vanaf die datum van herverhuring deur die huurder getref is nie, en in so 'n geval is die huurder nie geregtig tot enige vergoeding vir die omheining wat aldus deur hom verbeur is nie.

10. Onderverhurings, sessies of oordragte

(1) Die huurder sedeer of dra nie hierdie huurooreenkoms oor nie, of onderverhuur nie die eiendom of enige deel daarvan sonder die voorafverkreë skriftelike toestemming van die verhuurder nie.

(2) 'n Gewaarmerkte afskrif van enige akte van sessie, oordrag of onderverhuring word deur die huurder aan die Stadsklerk verstrek.

11. Geboue en strukturele verbeteringe

(1) Geen nuwe gebou, struktuur of ander permanente verbetering word op die eiendom opgerig of uitgevoer sonder die voorafverkreë skriftelike toestemming van die verhuurder nie, en die verhuurder kan gelas dat sodanige gebou, struktuur of verbetering wat inderdaad sonder sy toestemming opgerig of gebou is, verwyder word.

(2) Goedgekeurde verbeteringe van enige aard word deur die huurder op sy eie risiko aangebring.

(3) Die verhuurder kan vereis dat die huurder enige geboue of ander verbeteringe op die eiendom teen skade verseker en as die huurder versuim om dit te doen, kan die verhuurder self die versekering op die huurder se koste aangaan.

(4) Behuising kan, met die behoud van die bepalings van subklousules (1), (2), (3) en (5) van hierdie ooreenkoms op die eiendom opgerig word, onderworpe aan die volgende voorwaardes:

(i) die voorafverkreë toestemming van die verhuurder; en

(ii) die vereistes van die toepaslike Wetgewing met betrekking tot die inwoning van Swartes en/of Anderskleuriges op die eiendom.

Enige vorm van plakkery op die eiendom is ten strengste verbode.

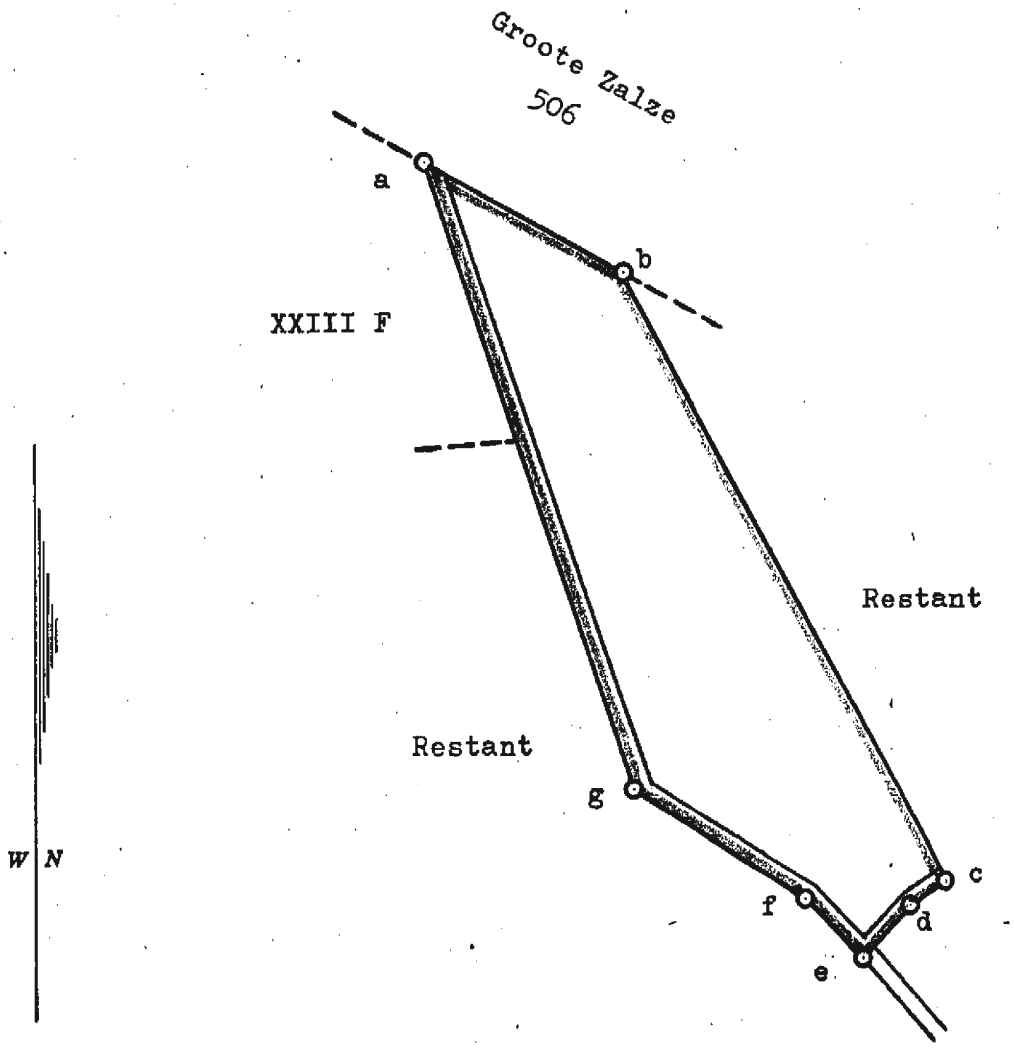
(5) Die huurder is nie daartoe geregtig om enige vergoeding van die verhuurder te eis ten opsigte van geboue opgerig of ander verbeteringe aangebring op die eiendom nie.

12. Bakens

Deur die huurooreenkoms te onderteken erken die huurder dat hy bewus is van die werklike ligging van alle bakens wat die eiendom se grense bepaal, en enige onkunde of misverstand aan sy kant in hierdie verband raak nie die geldigheid van die huurooreenkoms of maak hom nie geregtig tot 'n vermindering van die huurloon of tot kompensasie in enige vorm nie.

BYLAAG A. 12/4/50

As a/14:



Skaal: 1/ 10 000

Die figuur a b c d e f g *stel voor* 22 Hektaar, uitgesonderd die 20 meter paaie, (tot naaste ½ Hektaar) *grond synde*

Munisipale Huurgrond Perseel XXIII K (Vliegveld)

13. Paaie

Die huurder onderneem om alle bestaande paaie op die eiendom in n goeie toestand te hou, en voorts om geen verdere paaie te bou of oop te maak sonder die voorafverkreë skriftelike toestemming van die verhuurder nie.

14. Inspeksies

Die gemagtigde amptenare van die verhuurder kan te eniger tyd die eiendom betree om sodanige inspeksies as wat hulle nodig mag ag, uit te voer en om vas te stel of die voorwaardes van die huurooreenkoms stiptelik nagekom word.

15. Advertensietekens

Die huurder rig geen advertensietekens hoegenaamd op die eiendom op nie, en laat ook nie toe dat sulke tekens opgerig word sonder die voorafverkreë skriftelike toestemming van die verhuurder nie.

16. Afdelingsraadbelastings

Die huurder onderneem om alle belastings wat deur die Afdelingsraad op die eiendom gehef word, regstreeks aan daardie owerheid te betaal.

17. Erfdiensbaarhede

Die huurder is onderworpe aan enige bestaande erfdiensbaarhede wat aan die eiendom kleef, en as dit te eniger tyd sou blyk dat die verhuurder nie daartoe geregtig was om die eiendom of enige deel daarvan te verhuur nie, het die huurder geen eis vir skadevergoeding behalwe dat die huurloon pro rata verminder word ten opsigte van daardie deel van die eiendom wat van okkupasie of gebruik deur die huurder onttrek word, en wel vanaf die datum van sodanige onttrekking.

18. Skadeloosstelling

Die huurder stel die verhuurder mits dese skadeloos teen enige eise om vergoeding van skade wat deur derde partye teen die verhuurder mag instel.

19. Domicilium citandi et executandi

Die domicilium citandi et executandi van die huurder vir die toepassing van hierdie huurooreenkoms is Posbus 388, Stellenbosch.

/...

20. Opsegging van huurooreenkoms

(1) Hierdie ooreenkoms kan deur die verhuurder opgesê word -

(a) by die versuim van die huurder om enige voorwaarde of bepaling wat hierin voorgeskryf word na te kom, onderworpe aan 'n grasieperiode van twee maande aan die huurder om sodanige versuim reg te stel na skriftelike kennisgewing aan hom deur die verhuurder wat die aard van die versuim aandui;

(b) ten opsigte van enige deel of die geheel van die eiendom wat dadelik vir bona fide munisipale doeleindes of mandeleindes benodig word, onderworpe aan kennisgewing van minstens ses maande; of

(c) in die geval van die huurder se ontbinding.

(2) In die geval van 'n opsegging ingevolge sub-klousule (1) vanaf 'n datum wat in die kennisgewing aan die huurder aangedui word, is die verhuurder generwyse aanspreeklik vir vergoeding aan die huurder of sy boedel vir verbeteringe wat op die eiendom aangebring is of vir enige ander skade wat die huurder as gevolg van sodanige opsegging mag ly.

21. Koste van ooreenkoms

Alle koste wat deur die verhuurder vir die voorbereiding van hierdie huurooreenkoms aangegaan is, plus die koste van die verhuringsadvertensie, plus die opmetingskoste, plus ander toevallige uitgawes, word deur die huurder gedra, en hy kan nie die korrektheid van die bedrag wat deur die verhuurder geëis word, betwis nie.

22. Hof van jurisdiksie

Die verhuurder en huurder kom ooreen dat enige landdroshof wat jurisdiksie oor die huurder het, ook jurisdiksie sal hê ten opsigte van enige aksie of proses wat uit hierdie ooreenkoms mag ontstaan.

23. Invorderingskoste

Indien die verhuurder opdrag aan sy prokureurs sou gee om enige gelde wat kragtens hierdie ooreenkoms betaalbaar is, op die huurder te verhaal, is die huurder aanspreeklik vir die betaling van alle koste deur die verhuurder in hierdie verband aangegaan, bereken op 'n prokureur/kliënt-basis, en insluitende sodanige heffings betaalbaar kragtens regulasie 62 van Wet 20 van 1916, of enige vervanging of wysiging daarvan, of enige soortgelyke heffings.

/...

24. Beheer oor gebruik van lug

Die huurder se reëls in verband met vlugte in die lug oor of in die onmiddellike omgewing van Stellenbosch of Somerset-Wes is onderworpe aan die goedkeuring van die verhuurder en die huurder aanvaar dat die verhuurder 'n verteenwoordiger op die huurder se bestuur kan benoem.

ALDUS GEDAAN EN UITGEVOER TE STELLENBOSCH, HEDE DIE 29ste DAG VAN Junie 1979, IN DIE AANWESIGHEID VAN DIE ONDERGETEKENDE GETUIES :

1. TEN BEHOWE VAN DIE VERHUURDER

(a) ..... BURGEMEESTER

(c) ..... GETUIE

(b) ..... STADSKLERK

(d) ..... GETUIE

2. TEN BEHOEWE VAN DIE HUURDER

(a) ..... VOORSITTER

(c) ..... GETUIE

(b) ..... SEKRETARIS

(d) ..... GETUIE

JPduP/JvdP

NOTULE VAN 'N VERGADERING VAN DIE UITVOERENDE KOMITEE VAN DIE STELLENBOSSCHE VLIEGKLUB GEHOU TE STELLENBOSCH OP 22 MAART 1980

BESLUIT

1. Dat die Klub 'n ooreenkoms aangaan met die Stellenbosch Vliegveld Maatskappy (Ingelyfde Vereniging sonder Winsoogmerk) en die Raad van die Munisipaliteit Stellenbosch waarkragtens die Klub al sy regte, titel en belang in en ten opsigte van 'n huurooreenkoms gesluit met die Raad van die Munisipaliteit Stellenbosch op 29 Junie 1979 aan voormelde Maatskappy sedeer en sy verpligtinge en verantwoordelikhede daarkragtens delegeer en derhalwe die Maatskappy die Klub vervang as huurder ingevolge die huurooreenkoms op datum van ondertekening van sodanige ooreenkoms, vanaf welke datum die Klub onthef sal wees van al sy verpligtinge en regte en die maatskappy gebonde sal wees aan al die verpligtinge en geregtig sal wees op al die regte as dié waaraan en waarop die Klub gebonde en geregtig sou wees kragtens voormelde huurooreenkoms.

2. Dat J. J. BRAND in sy hoedanigheid as voorsitter van die Klub, gemagtig word om voormelde ooreenkoms namens die Klub te onderteken en in sy diskresie die verdere voorwaardes daarvan bepaal.

.....
VOORSITTER

DATUM 22 April 1980

.....
SEKRETARIS / Tesorier

NOTULE VAN 'N VERGADERING VAN DIE RAAD VAN DIREKTEURE VAN STELLENBOSCH VLIEGVELD MAATSKAPPY (INGELYFDE VERENIGING SONDER WINSOOGMERK) GEHOU TE STELLENBOSCH OP 22 April 1980

BESLUIT

1. Dat die Maatskappy 'n ooreenkoms aangaan met die Stellenbossche Vliegklub en die Raad van die Munisipaliteit Stellenbosch waarkragtens die Klub al sy regte, titel en belang in en ten opsigte van 'n huurooreenkoms gesluit met die Raad van die Munisipaliteit Stellenbosch op 29 Junie 1979 aan voormelde Maatskappy sedeer en sy verpligtinge en verantwoordelikhede daarkragtens delegeer en derhalwe die Maatskappy die Klub vervang as huurder ingevolge die huurooreenkoms op datum van ondertekening van sodanige ooreenkoms vanaf welke datum die Klub onthef sal wees van al sy verpligtinge en regte en die maatskappy gebonde sal wees aan al die verpligtinge en geregtig sal wees op al die regte as dié waaraan en waarop die Klub gebonde en geregtig sou wees kragtens voormelde huurooreenkoms.

2. Dat die Maatskappy voormelde sessie en delegasie as toekomstige huurder kragtens voormelde huurooreenkoms aanvaar onderworpe aan al die voorwaardes daarin vervat.

3. Dat die Maatskappy die koste vir en in verband met die opstel van die voorgenome ooreenkoms, asook seëlregte betaal.

4. Dat/....

NOTULE VAN 'N VERGADERING VAN DIE RAAD VAN DIREKTEURE VAN STELLENBOSCH VLIEGVELD MAATSKAPPY (INGELYFDE VERENIGING SONDER WINSOOGMERK) GEHOU TE STELLENBOSCH OP 22 April 1980

BESLUIT

1. Dat die Maatskappy 'n ooreenkoms aangaan met die Stellenbossche Vliegklub en die Raad van die Munisipaliteit Stellenbosch waarkragtens die Klub al sy regte, titel en belang in en ten opsigte van 'n huurooreenkoms gesluit met die Raad van die Munisipaliteit Stellenbosch op 29 Junie 1979 aan voormelde Maatskappy sedeer en sy verpligtinge en verantwoordelikhede daarkragtens delegeer en derhalwe die Maatskappy die Klub vervang as huurder ingevolge die huurooreenkoms op datum van ondertekening van sodanige ooreenkoms vanaf welke datum die Klub onthef sal wees van al sy verpligtinge en regte en die maatskappy gebonde sal wees aan al die verpligtinge en geregtig sal wees op al die regte as dié waaraan en waarop die Klub gebonde en geregtig sou wees kragtens voormelde huurooreenkoms.

2. Dat die Maatskappy voormelde sessie en delegasie as toekomstige huurder kragtens voormelde huurooreenkoms aanvaar onderworpe aan al die voorwaardes daarin vervat.

3. Dat die Maatskappy die koste vir en in verband met die opstel van die voorgenome ooreenkoms, asook seëlregte betaal.

4. Dat/....

4. Dat E C MALAN in sy hoedanigheid as direkteur van die Maatskappy, gemagtig word om voormelde ooreenkoms namens die Maatskappy te onderteken en die verdere voorwaardes daarvan bepaal.

.....
DIREKTEUR

DATUM 22-04-80

.....
SEKRETARIS

8.3 SUPPLY CHAIN MANAGEMENT 3rd QUARTER IMPLEMENTATION REPORT FOR THE 2015/2016 FINANCIAL YEAR

File number	:	*8/1/Financial*
Report by	:	*Accounting Officer*
Compiled by	:	*Manager: Supply Chain Management*
Delegated authority	:	*Council*

Strategic intent of item

Preferred investment destination	X
Greenest municipality	
Safest valley	
Dignified Living	
Good Governance	X

1. PURPOSE OF REPORT

To comply with Regulation 6(2) (a) (and 6(3) of the Municipal Supply Chain Management Regulations, by reporting on the state of the implementation of Supply Chain Management Policy of the Stellenbosch Municipality.

2. DISCUSSION

The Supply Chain Management 3rd Quarter Implementation Report for the financial 2015/2016 is attached which contains detailed discussion**.**

RECOMMENDED

that the Supply Chain Management 3rd Quarter Implementation Report for the financial year 2015/2016, be noted.

(CHIEF FINANCIAL OFFICER TO ACTION)

APPENDIX 1

Supply Chain Management Implementation Report

Quarterly

March 2016

To Stellenbosch Municipality's Council

In accordance with Regulation 6(2) (a) (i) and 6(3) of the Municipal Supply Chain Management Regulations, I submit the required report on the implementation of Stellenbosch Municipality's Supply Chain Management Policy for the period: 01 January 2016 to 31 March 2016.

.....

Richard Bosman
Acting Municipal Manager
07 April 2016

.....

C.Sidego
Mayor
07 April 2016

Executive Summary

Introduction

This report is a summary of the implementation of the Supply Chain Management Policy at Stellenbosch Municipality, in order to give effect to paragraph 6 (2) (a) (i) as well as paragraph 6 (3) of the Supply Management Regulations. Regulation 6(2) (a) (i) of the SCM Regulations, requires the Accounting Officer to report on the implementation of the Supply Chain Management Policy to Council within 10 days of the end of each financial quarter, in a bid to give effect to Council's oversight role.

Implementation of Supply Chain Management

olicy

The Draft Supply Chain Management Policy was revised and adopted by Council in 30 March 2016 for the 2016/2017 financial year, as **APPENDIX 7** of the budget related policies, in terms of section 17 (1) – (3) of the MFMA (Act 56 of 2003). The Supply Chain Management Policy was reviewed to be in line with legislative amendments and to incorporate the recommendations raised in audit findings during the 2014/2015 regulatory audit.

Committees

The below mentioned committees are established and are functioning fully according to Council's Supply hain Management Policy and the Supply Chain Management Regulations. The committees are as listed below:

- Bid Specifications Committee (BSC) Monday from 14H00 Chairperson Mr Blake D'Oliveira
- Bid Evaluation Committee (BEC) Wednesday from 14H00 Chairperson Mr Theo Rhode
- Bid Adjudication Committee (BAC) Friday Mornings from 08H30 Chairperson Mr M Wust

The number of meetings that the **BAC** had within the 2015/2016 third quarter amounts to 8.

Quarters	**1st Quarter**	**2nd Quarter**	**3rd Quarter**
Quantity	8	8	8

Staffing Issues

The permanent staff complement of the Supply Chain Management unit is as follows:

- 1x Manager: Supply Chain Management,
- 1x Senior Accountant: SCM,
- 3x SCM Practitioners,
- 5x SCM Buyers,
- 1x Database Administrator and,
- 1x Administrator Assistant: Committee Administration and Reporting.
- 1xLiaison Officer
- 1xSCM Demand and value for money

The unit have also appointed 4 additional Contract Workers to assist with the increase in workload.

SCM unit also employs three (3) EPWP contract employees to address the ever increasing demand. They assist us with basic administrative functions at Database Registration and Order issuance. This is to enrich themselves as well as uplifting their ability and readying themselves for the work environment.

The Supply Chain Management Unit operates under the direct supervision of the Chief Financial Officer and is led by the Head Supply Chain Management, Mr Israel Saunders.

The structure of the SCMU covers the following disciplines within Supply Chain Management:

• Demand Management	:	Demand Planning and Specifications
• Acquisition Management	:	Procurement of Goods & Services below R30 000- Buyer's Division Procurement of Goods & Services above R30 000- Procurement Division

The staff complement in the SCMU consists of a total of 14 permanent and 7 temporary officials. Attached, as **Annexure A**, is the current approved organogram.

As at 31 March 2016 no vacancies existed in the Department, representing a 0% vacancy rate.

Systems

- Supplier Database

The database for suppliers that was operated on the Collaborator system has been transferred to SAMRAS Financial system. This in essence was done to be able to have better reporting data.

The total number of registered suppliers amounts to **3204**

Stellenbosch Municipality invited new prospective service providers in the local newspapers to register on its supplier database in January 2016. This approach was followed in accordance with paragraph 14 (1) (ii) of the Supply Chain Management Regulations, which requires the accounting officer to invite prospective providers of goods and services to apply for evaluation and listing as accredited prospective providers.

- Central Supplier Database

National Treasury is busy with a Central Supplier Database (CSD) whereby all Service Providers (SP"s) is required to register with them. The CSD team will ensure that all registered SP's information etc would be always up to date and correct that would greatly decrease the verification workload of municipalities collectively. Municipalities are required to select SP's and procure from this centralised database. Stellenbosch SCM issued our concerns to Provincial (PT) and National Treasury (NT) and how this forced process would impact us as a municipality, region and province. A delegation from NT has informed us of an impending visit and scheduled meetings with us and PT to clear the concerns.

- Samras Electronic requisitions

  Samras online electronic requisition's Vote numbers parameters are in process of been populated and implemented in all the Directorates. Herewith employees would not be allowed to utilise other departments vote numbers. Samras online requisitions have passed the **10245** request mark on 31 March 2016.

Reporting

- Please find the following diagrams in terms of reporting on SCM matters for the financial quarter ending 31 March 2016.

- The number of **formal quotations** that were approved by the Manager: Supply Chain Management within the following financial years are as follows: Annexure B
- The number of Tenders awarded: Annexure C

DESCRIPTION	FINANCIAL YEARS 2015/2016		
	1st Quarter	2nd Quarter	3rd Quarter
Number of Formal Quotations Awarded	45	87	29
Number of Tenders Awarded	13	28	25
Total Awards	**58**	**115**	**54**

- The number of **deviations** that were approved in terms of section 4.36 of the SCM Policy within the following financial years are as follows: Annexure D
- The number of **ratifications** that were approved in terms of section 4.36 of the SCM Policy within the following financial years are as follows: Annexure E

DESCRIPTION	Quarters		
	1st Quarter	2 ND Quarter	3rd Quarter
Deviations: Approved by the MM in terms of section 4.36.1 (a) of the SCM Policy	5	9	4

Ratifications: Approved by the Accounting Officer in terms of section 4.36.1 (b) of the SCM Policy	1	0	2
TOTAL	**6**	**9**	**6**

The number of deviations decreased dramatically since the 2014/2015 financial year and is proof of improving and understanding of the SCM processes.

- This can be attributed to the following factors:

  a) Appointment of key SCM vacant positions.
  b) End user department's commitments , support and better planning.
  c) Better leadership and support from Senior Management.
  d) Intent from most employees to take the municipality to higher level.

- **Deviations approved by the accounting officer for the financial year 2015/2016** are listed below per directorate.

Directorate	**Total of Deviations approved**	**Total for deviations excluding rates approved**
Engineering Services	4	R 1 459 332.80
Strategic and Corporate Services	1	Rates
Community and Protection Services	9	Rates
Financial Services	1	R 680 930.00
Municipal Manager	0	R 0.00
Human Settlements and Property Management	1	R 54500.00
Planning and Economic Development	2	R303 575.00
Total	**18**	**R**

"I have a simple message. We are strong enough, resilient enough, and creative enough to manage and overcome our economic challenges." Pravin Gordhan Minister of Finance Budget Speech 24 February 2016. I want to support the Finance Ministers sentiment and want to add "that we are skilled , determined and committed enough to be game changers, to leave a standard that's ever improving and well aware of accomplishments achieved today will echo in eternity. SCM wants to encouraged all to apply the spirit of section 217 of the Constitution of South Africa which inter alia states that: 'When an organ of state...contracts for goods and services, it must do so in accordance with a system which is fair, equitable, transparent, competitive and cost effective.' Management is encouraged to adhere to official procurement process as stipulated in section 12 of the aforementioned Supply Chain Management Regulations as far as possible, to deviate only when absolutely necessary and to embrace the pillars of Procurement as set by National Treasury.

Training

Stellenbosch municipality attends the quarterly SCM Forums as scheduled by the Provincial Treasury where collective SCM issues are discussed and best practices shared. Senior officials of CIDB, SARS, NATIONAL TREASURY and the AG also attend it regularly.

We have identified and invested in continuous SCM training as a liberating tool – a tool to liberate individual capacity as well as imprisoned minds which at fruition stage will benefit the organization.

During the 2015/16 financial book year various training opportunities were offered by the Provincial Treasury as part of its mandate of ensuring that Local Government spheres are adequately equipped in the implementation of SCM. Following is a list of training events which Officials of Stellenbosch attended.

1. SCM Demand Management Training Program at Worcester

Name	Designation	Date
Mr T.Rhode	Snr Accountant	09-10 February 2016
Mr I. Saunders	Head SCM	09-10 February 2016
Mrs Ribeiro	Liaison Officer	09-10 February 2016
Mrs Harmanisi	Buyer	09-10 February 2016
Mr B.D'Oliveira	SCM Demand and Value	09-10 February 2016

2. MFMA Induction Training Programme

Name	Designation	Date
Mr. Arendse	Buyer	11-13 November 2015
Mrs. J.Stanfield	Buyer	11-13 November 2015
Mrs. L.Linders	Buyer	11-13 November 2015

3. CIDB Training

Name	Designation	Date
Mr T.Rhode	Snr Accountant	10 February 2015
Mr I.Saunders	Head SCM	10 February 2015
Mrs J.Sampson	SCM Practitioner	10 February 2015
Miss J.Williams	SCM Practitioner	10 February 2015
Mr G.Kraukamp	SCM Practitioner	10 February 2015
Mrs N.Hamilton	Database Administrator	10 February 2015

4. SCM Operating within a SCM environment

Name	Designation	Date
Mr T.Rhode	Snr Accountant	10 February 2015
Mr I.Saunders	Head SCM	10 February 2015
Mrs J.Sampson	SCM Practitioner	10 February 2015
Miss J.Williams	SCM Practitioner	10 February 2015
Mr G.Kraukamp	SCM Practitioner	10 February 2015
Mrs N.Hamilton	Database Administrator	10 February 2015

Conclusion

The Supply Chain Management Unit is continuously improving its processes and procedures in order to ensure that Council receives value for money in terms of demand and acquisition management. Stellenbosch SCM unit wants to embrace , commit and adopt the Honourable Finance Minister"s message and I quote : " it requires bold and constructive leadership in all sectors , a shared vision, a common purpose and the will to find common ground- above all we need action , not just words."

I Saayman Acks
07/04/2016

Stellenbosch Municipality

ANNEXURE "A"

DIRECTORATE: FINANCIAL SERVICES

HEAD: SUPPLY CHAIN MANAGEMENT [9.3.4]

KPA's
Give effect to the 4 pillars of SCM as per the SCM regulations.
Co-ordinate the implementation of functional procedures, systems and controls in order to ensure proper implementation of the SCM policy and regulations.
Co-ordinates and controls tasks/ activities associated with controlling personnel performance, productivity and discipline
Maintain relationships with service providers/ vendors and contractors
Attends to specific administrative recording and reporting requirements
Advise senior managers on SCM procedures /processes.

SENIOR ACCOUNTANT SUPPLY CHAIN MANAGEMENT [9.3.4.1]

KPA's
Co ordinates the planning and preparation for bids and responsible for quality review and management of practioner deliverables
Influences the proper drafting of specifications
Ensures the adherence to all relevant reporting requirements
Coordination of site meetings
Implementation of MFMA reforms

SCM PRACTIONER [9.3.4.1.1-3]
1 X VACANT

KPA's
Supervison of buyers and quality review of procurement; Procurement, systems, control
Supervision & orders; Award analysis, acquisition
Procurement administration; Records and control

BUYER [9.3.4.1.4-8]
1 X NEW / VACANT

KPA's
Requisition administration
Award administration
Records and control

ADMINISTRATIVE ASSISTANT: COMMITTEE ADMIN & REPORTING [9.3.4.4]

KPA's
Secretarial support to bid committees
Maintenance of bid registers
General administrative and secretarial support to SCM and Finance
Bid Reporting

DEMAND MANAGEMENT & VALUE FOR MONEY PROCUREMENT [9.3.4.3]
NEW / VACANT

SCM DATABASE ADMINISTRATION [9.3.4.3.1]

KPA's
Supplier registration
Administration tax clearance
Municipal accounts
Supplier rotation
Reporting

SCM SUPPLIER LIAISON [9.3.4.3.2]
NEW / VACANT

KPA's
Conduct all supplier related queries
Handle all correspondence with suppliers
Monthly reporting on all actions taken in terms of supplier queries.

APPROVED BY MUNICIPAL MANAGER: _____ Date: 4 Oct. 2011

ANNEXURE "B"

Formal Quotation Number		Description	Successful Bidder and Reasons	Amount	Directorate / Manager (job designation)
FQ/SM	48/16	High School Stationary Starter kits for Ward 19: Back to School Children	Bidvest Walton's	R 55 688.54	Community Development Department: Fiona Krywagen
FQ/SM	171/16	Green Drop System: WWTW, Industrial Effluent and testing of rivers in	Integral Laboratories (PTY) LTD	R 166 672.75	Waste Water Treatment Workers Department: Bradley Dyers
FQ/SM	181/16	Supply and Deliver Light Emitting Diode LED Streetlights Bottom and Sid	Maverick Trading 1088 (PTY) LTD	R 77 684.16	Electrical Services Department: Lunga Gcuku
FQ/SM	173/16	Demolition & disposal of existing 2 concrete structures, provision & inst	*Inqubela Cleaning Services & Projects cc	R 65 000.00	Informal Settlements Department: Ms Natasha Siyengele
FQ/SM	163/16	Installation of 10 Toilets at La Rochelle, Klapmuts	*Inqubela Cleaning Services and Projects cc	R 150 000.00	Informal Settlements Department: Ms Natasha Siyengele
FQ/SM	191/16	Supply and delivery of VOSA Equilibrium Float Valve (7354)	IKAPA	R 36 480.00	Paradyskloof Department: Willem De Kock
FQ/SM	187/16	Hiring of 4 one ton long wheel base bakkies with canopy (single ca	Eco Car Hire cc	R 6 566.40	Area Cleaning Department: Melissa Nel
FQ/SM	200/16	Supply and delivery of 40 micron black bags (price per 1000 bags)	AWV Project Management	R 786.60	Area Cleaning Department: Melissa Nel
FQ/SM	186/16	Hiring of automatic car for area cleaning services department from	AAD Car & Truck Rental (Pty) Ltd t/a Cabs Car Hire (Pty) Ltd	R 7 809.00	Area Cleaning Department: Melissa Nel
FQ/SM	199/16	Team Consultants in order to Electrify Erf 2175 Enkanini	Plan Associates Town & Regional Planners Inc.	R 197 000.00	Informal Housing Settlement Department: Johru Robyn
FQ/SM	202/16	Supply and deliver 70kg Chlorine gas to various chlorination statio	Metsi Chem Ikapa (Pty) Ltd	R 2 114.70	Paradyskloof Department: Joseph de Wet
FQ/SM	153/16	Supply and deliver of 40 micron black refuse bags	AWV Project Management	R 786.60	Community Services Department: Wendy Mhlauli
FQ/SM	184/16	Supply and install access control visitors system, remote access gat	FireWire System Solutions	R 193 298.40	Community and Protection Services: Cedric Thorpe
FQ/SM	201/16	Supply and install roll on grass in Alexander street park, Klapmuts	Lay-A-Lawn	R 177 324.72	Community Services Department (Parks): Garth Abrahams
FQ/SM	205/16	Supply and delivery of floodlights 400W wide beam	African Lighting	R 1 995.00	Electrical Services Department: Lunga Gcuku
FQ/SM	195/16	Supply and delivery of 25 micron clear recycling bags	Africa Distributors	R 709.26	Solid Waste Department: Charlotte Cronje
FQ/SM	196/16	Supply, Install & Commission (Final Phrase) of ANPR System at R31	Redhills Electronics	R 198 253.41	Community and Protection Services: Cedric Thorpe
FQ/SM	198/16	Lease of 2 LDV Vehicles until 30 June 2016	DP Truck Hire	R 7 500.00	Community Services Department: Wendy Mhlauli
FQ/SM	178/16	Field solutions and field software	Optron	R 39 955.29	Electrical Department: Floris Koegelenberg
FQ/SM	206/16	50W Metal Halide Warm White Elliptical Lamp (Unit Price)	Actom Electrical Products	R 199.50	Electrical Services Department: Lunga Gcuku
FQ/SM	215/16	Cleaning of CBD as per specifications	Top 'n Nos CC*	R 24 600.00	Area Cleaning Department: Melissa Nel
FQ/SM	30/16	Temporary Structure Kits	Jonty Engineering	R 4 703.92	Finance Department: Rodney Loeks

ANNEXURE "B"

FQ/SM	180/16	Supply and installation of CCTV system at various sites, Stellenbosch Municipality	Redhills Electronics	R	199 305.06	Community and Protection Services: Cedric Thorpe
FQ/SM	210/16	External Repairs & Painting of Neetlingshuis	Siyazama C & P Constructors (Pty) Ltd	R	76 978.50	Facilities Department: Bruce Engelbrecht
FQ/SM	179/16	Hiring of equipment - Brush cutter Stihl FS460 or similar	Magnacorp 174 cc t/a Turfmaster Bellville	R	839.04	Community Services Department: Leon Lourens
FQ/SM	209/16	Consultant - compilation of tender documents for the external 7 internal repairs and painting of various Municipal Administration Building	BNC Engineering	R	127 680.00	Facilities Department: Bruce Engelbrecht
FQ/SM	213/16	Maintenance of developed public open spaces and road reserves in Franschhoek, La Motte, Wemmershoek, Lanquedoc for a 4 month's period	E. Dreyer	R	19 900.00	Community Services Department (Parks): Hannetjie Du Plessis
FQ/SM	218/16	Supply and installation of playground equipment for juniors at Alexander Street, Klapmuts	World Outdoor Fitness - SA	R	189 000.00	Human Resource Department: Nazeema Mohamed
FQ/SM	77/16	Cost of risk vs. cost of control	Ignite Advisory Services (Pty) Ltd	R	159 600.00	Municipal Management Department: Helena Priem

ANNEXURE "C"

Bid Number	Description	Successful Bidder and Reasons	Amount Approved	Date Approved	Directorate / Manager (job designation)
B/SM 83/16	KERBSIDE COLLECTION OF MUNICIPAL SOLID WASTE GENERATED IN FRANSCHOEK, GROENDAL, WEMMERSHOEK AND LA MOTTE AND TRANSPORT OF THE WASTE TO STELLENBOSCH LANDFILL SITE	DP Truck hire	Various rates	29-Jan-16	Solid waste: C Cronje
B/SM 71/16	STELLENBOSCH MUNICIPALITY: ENERGY EFFICIENCY & DEMAND SIDE MANAGEMENT: STREETLIGHT RETROFIT PROJECT	EMC Electrical reticulation	R 5 230 400.43	29-Jan-16	Electrical services: J Coetzee
B/SM 47/16	SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING WITH A 100% LOCAL CONTENT AS AND WHEN NEEDED UNTIL 30 JUNE 2016.	Pienaar Bros	Various rates	29-Jan-16	Electrical services: J Coetzee
B/SM 66/16	MAINTENANCE AND REPAIRS OF OIL FILLED 66KV/11KV PILCA CABLES UNTIL 30 JUNE 2018	CBI Electric (African Cables)	Various rates	05-Feb-16	Operations and Maintenance: L De Lange
B/SM 64/16	REFURBISHMENT, INSTALLATION AND COMMISIONING OF THREE 7.5MVA 66/11 KV OIL TYPE TRANFORMERS UNTIL 30 JUNE 2017	LH Marthinusen	R 7 593 966.93	05-Feb-16	Operations and Maintenance: L De Lange
B/SM 72/16	SUPPLY AND DELIVERY AND ANSTALLATION OF HIGH VOLTAGE ISOLATORS UNTIL 30 JUNE 2017	Consolidated Power (Pty) Ltd	Various rates	05-Feb-16	Operations and Maintenance: L De Lange
B/SM 67/16	INSTALLATION AND COMMISIONING OF MEDIUM VOLTAGE SWITCHGEAR	ABB South Africa	Various rates	12-Feb-16	Operations and Maintenance: L De Lange
B/SM 49/16	APPOINTMENT OF PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR ECENOMIC SECTOR DEVELOPMENT AND PROJECT MANAGEMENT FOR A PERIOD UNTIL 30 JUNE 2018	Various Service Providers	Various rates	19-Feb-16	LED: Widmark Moses
B/SM 75/16	HOT WATER LOAD CONTROL (HWLC) PROJECT (2ND PHASE) - NEW INSTALLATIONS & MAINTENANCE OF NEW/EXISTING NETWORK & SYSTEM OF INFRASTRUCTURE UNTIL 30 JUNE 2017	Powertech System Integrators (Pty) Ltd	Various rates	19-Feb-16	Electrical Services: A Van Der Westhuizen
B/SM 80/16	UNDERTAKING OF DEMOGRAPHIC SURVEY OF ENKANINI, KAYAMANDI AND SUBMIT SMART CARDS CONTAINING HOUSEHOLD INFORMATION	Ikapadata (Pty) Ltd	R 651 763.08	26-Feb-16	Informal Settlements: J Robyn
B/SM 81/16	UNDERTAKE A DEMOGRAPHIC SURVEY OF THE LANGRUG INFORMAL SETTLEMENT, STELLENBOSCH AND SUBMIT SMART CARDS CONTAINING HOUSEHOLD INFORMATION	Ikapadata (Pty) Ltd	R 542 592.12	26-Feb-16	Informal Settlements: J Robyn
B/SM 61 16	MUNICIPAL SYSTEM INTEGRATION FOR THE ICT DEPARTMENT	Zimele ERP IT Services (Pty) Ltd	R 291 840.00	26-Feb-16	ICT: Brian Mkaza

B/SM 79/16	SUPPLY AND DELIVERY OF A BACKHOE DIGGER LOADER FOR STELLENBOSCH MUNICIPALITY	High Power Equipment (Pty) Ltd	R 917 700.00	26-Feb-16	Roads and Storm water: J Fullard
B/SM 85/16	SUPPLY AND DELIVERY OF 2X CREW CAB FOUR TON TIPPER TRUCKS FOR STELLENBOSCH MUNICIPALITY	Seventh Avenue Trading 612cc	R 1 157 578.80	26-Feb-16	Roads and Storm water: J Fullard
B/SM 82/16	SUPPLY AND DELIVERY OF RADIOS AND PAGERS	PVR Services and Supplies	Various rates	26-Feb-16	Law Enforcement and Fleet management: N Langenhoven
B/SM 16/16	PROFESSIONAL SERVICE PROVIDERS FOR PLANNING,LAND USE MANAGEMENT, ENVIRONMENTAL MANAGEMENT, LAND DEVELOPMENT, HERITAGE RESOURCES, PROJECT MANAGEMENT, ARCHITECTURAL SERVICES AND RELATED PROFESSIONS AS PER SPECIFICATIONS UNTIL 30 JUNE 2018	Various Service Providers	Various rates	04-Mar-16	Spatial Planning, Heritage & environment: B De La Bat
B/SM 45/16	SUPPLY AND DELIVERY OF VARIOU SNEW VEHICLES	Group 1 Nissan Stellenbosch & Barons Culemborg	Various rates	04-Mar-16	N Langenhoven: Events and fleet management
B/SM 41/16	STRUCTURAL IMPROVEMENTS AND PAINTING OF VARIOUS BUILDINGS AT BELATANA DEPOT	FK Maintenance Services	R400,500.00	04-Mar-16	B.Engelbrecht: Facilities
B/SM 68/16	KLAPMUTS: CONSTRUCTION OF NEW MULTI-PURPOSE COMMUNITY CENTRE	Build A Way Construction	R20'751'616, 24	04 Mar-16	P.Smith: Property management
B/SM 87/16	PROCUREMENT OF SERVICES FOR A MAYORAL YOUTH SKILLS DEVELOPMENT PROGRAMME AS PART OF YOUTH MONTH 2016	FSG Event Logistics (Pty) Ltd	R748,109.68	04-Mar-16	Michelle Aalbers: Community development
B/SM 47/16	SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING WITH A 200% LOCAL CONTENT AS AND WHEN NEEDED UNTIL 30 JUNE 2016.	TRF Sport & Inyameko Trading	Various rates	04-Mar-16	J.Coetzee: Electrical services
B/SM 34/16	DRINKING WATER QUALITY MANAGEMENT (DWQM) PROGRAM	CSIR	Various rates	11-Mar-16	B.Deyers: Water waste treatment

B/SM 77/16	PROVISION OF AUTOMATIC METER READING SERVICES FOR A PERIOD UNTIL 30 JUNE 2018	Livewire Engineering & Consulting	Various rates	11-Mar-16	F.Koegelenberg: Dwarsrivier. Metering, energy & lost control
B/SM 78/16	ARCHITECT: RE-DESIGN OF KLEIN LIBERTAS THEATRE, STELLENBOSCH	Skep Studio (Pty) Ltd	R627,541.41	11-Mar-16	T.Benjamin: Property management
B/SM 31/16	Bid B/SM 31/16: Pilot project: Stellenbosch household leak repair and water meter replacement	Ikapa Reticulation and Flow cc	Various rates	18-Mar-16	Eslas De Jager Head: Water Service Reticulation
B/SM 70/16	Bid B/SM 70/16: Jamestown bulk services phase 2A: Construction of Paradyskloof to Jamestown water supply	JVR Construction cc	R12,530,261.89	18 Mar-16	Dries van Taak Manager: Water Services
B/SM 74/16	Bid B/SM 74/16: Upgrade of informal traders area, Kayamandi	Yara Civils and Construction (Pty) Ltd	R756,892.74	18-Mar-16	Bruce Engelbrecht Head: Facilities Management

ANNEXURE "A"

Stellenbosch Municipality

Deviations for the whole 2015 2016 book year

Deviation no:	Date:			Name of contractor:	Directorate:	Amount VAT incl
	2	6	2015	Traffic Management Technologies	Community and Protection Services	Various rates approved
D/SM:01/16	29	7	2015	Traffic Management Technologies	Community and Protection Services	R80 excl. VAT per legacy
						R 486 268.94
D/SM:02/16	29	7	2015	Various service Providers	Community and Protection Services	R 22 832.88
				Siyazama Cleaning		R 80 740.80
D/SM:03/16.	2	9	2015	Impolo Trading Solutions	Engineering services	R 42 300.00
D/SM:04/16	2	9	2015	Interwaste	Engineering services	R 402 142.00
D/SM: 05/16	30	9	2015	Teeja's B&B	Community and Protection Services	R 1 400.00
D/SM: 06/16	3	7	2015	TMT	Community and Protection Services	
D/SM: 07/16	19	2	2015	Cliffe Dekker Hofmeyr Inc.	Strategic and Corporate Services	R 2 400.00 per hour
D/SM: 08/16	13	10	2015	Bytes Universal Systems	Finance	R 680 930.00
D/SM: 09/16	21	10	2015	Livewire	Engineering services	R 369 150.00
D/SM: 10/16	27	11	2015	Sanitech	Human settlements and property management	R 54 500.00
D/SM: 11/16	2	12	2015	Country Building Suppliers	Community and Protection Services	R 225 500.00
D/SM: 12/16	2	12	2015	Various Artists	Community and Protection Services	R 42 400.00
D/SM: 13/16	30	11	2015	Damien Burger Professional Land Surveyor	Planning and Economic Development	R 45 000.00
D/SM: 14/16	17	12	2015	Itron Metering Solutions SA	Engineering services	R 565 000.00
D/SM: 15/16	29	1	2016	AECOM	Planning and Economic Development	R 258 575.00
D/SM: 16/16				Trees unlimited		R 57 000
	6	1	2016	Johnson Crane Hire	Community and Protection Services	R 17 100.00
D/SM: 17/16	8	3	2016	TMT	Community and Protection Services	Various rates approved
D/SM: 18/16	16	3	2016	Country Building Supplies	Community and Protection Services	R 1 230 000.00

ANNEXURE "E"

Stellenbosch Municipality

Ratifications for the 2015/2016 financial book year

	2015/16					
	Date:			Service provider:	Amount:	Directorate:
1	14	9	2015	IAT	R 15 083.26	MM
2	16	3	2016	Safestop	R 1 342.35	Engineering Services
3	16	3	2016	Avis	R 36 013.69	Engineering Services

8.4 QUARTERLY REPORT:FINANCIAL AND NON-FINANCIAL JANUARY 2016 – MARCH 2016

File number : *8/1/Financial*

Report by : *The Executive Mayor*

Compiled by : *Chief Financial Officer*

Delegated Authority : *Council*

Strategic intent of item

Preferred investment destination	X
Greenest municipality	
Safest valley	
Dignified Living	
Good Governance	X

1. PURPOSE OF REPORT

To comply with the requirements of Section 52 (d) of the Municipal Finance Management Act, 56 of 2003, dealing with the general responsibilities of the mayor of a municipality by reporting to Council on the financial position and financial performance measured against the approved budget for the 3rd quarter as at 31 March 2016.

Section 41(1)(e) of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000 (MSA), stipulates that a process must be established of regular reporting to Council. This process is detailed in the Performance Management Framework of the Municipality.

2. DISCUSSION

Quarterly Budget and Financial Performance Assessment

This report illustrates the implementation of the budget for the relevant quarter and the financial state of the municipality.

The Operating expenditure reflects a 10.09% under spending for the year to date.

The 40.63% under spending of the year to date capital budget is of great concern. Capital Expenditure Report for March 2016 is attached as Appendix A to the Quarterly Budget and Financial Performance Assessment.

The Quarterly Budget and Financial Performance Assessment for January 2016 – March 2016 is attached as **APPENDIX 1**.

Quarterly Non-Financial Performance Assessment

In terms of Section 1 of the Local Government: Municipal Finance Management Act, 2003 (Act No 56 of 2003) the service delivery and budget implementation plan (SDBIP) is defined as a detailed plan approved by the mayor of a municipality within 28 days after the approval of the budget for implementing the municipality's delivery of municipal services and its annual budget.

The format of the Service Delivery and Budget Implementation Plan (SDBIP) is prescribed by MFMA Circular Number 13 issued by National Treasury. In terms of the said Circular Number 13 the Service Delivery and Budget Implementation Plan (SDBIP) must depict the service delivery areas, budget allocations and enable monitoring and evaluation. It specifically requires the Service Delivery and Budget Implementation Plan (SDBIP) to include, inter alia, the following:

- Monthly projections of revenue to be collected for each source;
- Monthly projections of expenditure (operating and capital) and revenue for each vote;
- Quarterly projections of service delivery targets and performance indicators for each vote;
- Information for expenditure and delivery; and
- Detailed capital works plan.

Quarterly Non-Financial Performance Assessment for January 2016 – March 2016 is attached as **APPENDIX 2**.

RECOMMENDED

(a) that Council notes the Quarterly Budget and Financial Performance Assessment (**APPENDIX 1**) as envisaged by Section 52 of the MFMA detailing the implementation of the budget and the financial state of affairs of the municipality; and

(b) that Council note the performance of the Municipality against the set objectives contained in **APPENDIX 2**.

(CHIEF FINANCIAL OFFICER TO ACTION)

APPENDIX 1

STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

QUARTERLY BUDGET MONITORING REPORT

3rd Quarter 2015/16

QUALITY CERTIFICATE

I, Richard Bosman, the Acting Municipal Manager of Stellenbosch Municipality, hereby certify that the quarterly report the period ending March 2016 has been prepared in accordance with Section 52 of the Municipal Finance Management Act and regulations made under the Act and accordingly submit the required quarterly statement on the state of Stellenbosch Municipality's budget reflecting the particulars up until the end of March 2016.

Name: Richard Bosman

Municipal Manager of Stellenbosch Municipality- WC024

Signature _____

Date: 29 April 2016

To Council

In accordance with Section 52(d) of the Municipal Finance Management Act, I submit the required report on the implementation of the budget and the financial state of affairs of Stellenbosch Municipality reflecting the particulars of the Third quarter of the financial year 2015/16.

The submission of this report forms part of my general responsibilities as the Mayor of Stellenbosch Municipality. The purpose of the report serves to inform Council on the financial affairs of Stellenbosch Municipality and to enable Council to fulfil its oversight responsibility in this regard.

…….
CJ Sidego
Executive Mayor
Date: 29 April 2016

Table of Contents

Recommendations

These recommendations are linked to the responsibilities of the Mayor under Section 52 of the MFMA.

(a) That the content of the quarterly budget statement and supporting documentation be noted.

Executive Summary

Introduction

The mayor, who must provide general political guidance over the fiscal and financial affairs of the Municipality, is required by Section 52(d) of the Municipal Finance Management Act to submit a report on the implementation of the budget and the financial state of affairs of the Municipality, to the Council within 30 days after end of each quarter.

This report is a summary of the main budget issues arising from the monitoring process. It compares the implementation of the budget to the commitments/promises made and contained in the Service Delivery and Budget Implementation Plan (SDBIP), and is intended to inform and enable the Council with a view of giving effect to Council's oversight responsibility.

Summary of 2015/16 budget progress / implementation

The following table summarises the overall position of the capital and operating budgets.

	Capital Expenditure	Operating Expenditure	Operating Revenue
Original Budget	452 759 209	1 274 227 238	1 219 309 257
Amended Budget	**437 183 145**	**1 284 671 160**	**1 229 753 181**
Plan to Date (SDBIP)	260 730 288	877 792 026	912 494 854
Actual	**154 788 206**	**789 181 571**	**972 486 007**
Variance to SDBIP	(105 942 082)	(88 610 455)	59 991 153
Year to date % Variance to SDBIP	**-40.63%**	**-10.09%**	**6.57%**

The above figures are explained in more detail throughout this report.

Operating Revenue `

The following table shows the actual operating revenue per National Treasury Reporting regulations against that planned in the SDBIP for the 3rd Quarter of 2015/16

Operating Revenue by Source:

Description	ORIGINAL BUDGET	ADJUSTED BUDGET	YEAR-TO-DATE 2015/16			QUARTER 3 2015/16		
Revenue by Source			**PLANNED**	**ACTUALS**	**VAR**	**PLANNED**	**ACTUALS**	**VAR**
Property rates	265 709 366	268 209 366	267 356 173	267 423 773	0%	762 942	(951 304)	-225%
Property rates - penalties & collection charges	2 609 302	2 150 000	1 070 000	1 381 196	29%	(963 909)	(37 001)	-96%
Service charges - electricity revenue	457 511 760	452 003 410	338 667 909	329 463 459	-3%	104 004 595	116 395 248	12%
Service charges - water revenue	107 543 000	106 043 000	79 739 974	80 169 334	1%	37 155 255	44 821 716	21%
Service charges - sanitation revenue	66 172 980	67 969 910	49 715 100	63 961 856	29%	(8 960 168)	5 197 881	-158%
Service charges - refuse revenue	36 740 320	38 904 600	29 181 385	37 155 246	27%	(11 899 831)	(4 635)	-100%
Service charges - other	-	-	-	-	100%	-	-	100%
Rental of facilities and equipment	17 408 440	18 110 200	14 022 633	8 793 216	-37%	5 590 985	4 805 393	-14%
Interest earned - external investments	29 123 995	43 527 635	29 418 049	29 158 795	-1%	17 916 996	7 520 402	-58%
Interest earned - outstanding debtors	4 875 780	4 444 195	3 280 976	3 592 125	9%	993 666	1 309 928	32%
Fines	71 133 889	71 258 589	37 465 987	13 325 424	-64%	26 570 262	4 547 820	-83%
Licences and permits	7 504 230	7 361 789	5 663 775	5 260 697	-7%	2 066 761	1 790 684	-13%
Agency services	2 100 000	2 100 000	1 635 442	1 411 848	-14%	620 113	370 109	-40%
Transfers recognised - operational	122 945 485	115 759 195	39 751 090	118 343 344	198%	9 812 584	35 068 637	257%
Other revenue	27 930 710	31 911 292	15 526 361	13 045 695	-16%	7 918 142	3 207 278	-59%
Total Revenue (excluding capital transfers and contributions)	**1 219 309 257**	**1 229 753 181**	**912 494 854**	**972 486 007**	**7%**	**191 588 393**	**224 042 155**	**17%**

NB:- The "year to date actual for property rates income" refers to the total billed for the year and not actual receipts.

Operating Revenue Variance Report

The variances between actual operating revenue and the planned operating revenue contained in the SDBIP are explained per revenue source and are as follow:

Revenue by Source

Service Charges

Refuse revenue and sanitation revenue are billed annually whilst water and electricity are billed on a monthly basis. The service charges include annual rates which were levied in July 2015 but only due on the 7th of October 2015.

Water sales decreased due to the implementation of the water restrictions.

Interest Earned- External Investments

There was an under collection of R259 254. Due to the interest earned during March 2016 which will be accounted for in April 2016.

Fines

There was an under collection of R 24 140 563. The variance relates to the accounting treatment of Fine revenue that is recorded in line with accounting standard GRAP 23 and iGRAP 1.

Other Revenue

Parking fees: Streets

There was an over collection of R 529 668. This was due to an influx of visitors/ students into the municipal area.

Rental of facilities and equipment

Lease of land

There was an under collection of R 1 313 847. The long term leases of the agricultural land was levied in March 2016 and is payable in April 2016.

Rental Income: Land

There was an over collection of R 572 724. This is due to the Out-door dining which was formalized and more encroachment agreements which were signed.

Transfers recognised

The following grants were received: Refer to table SC6.

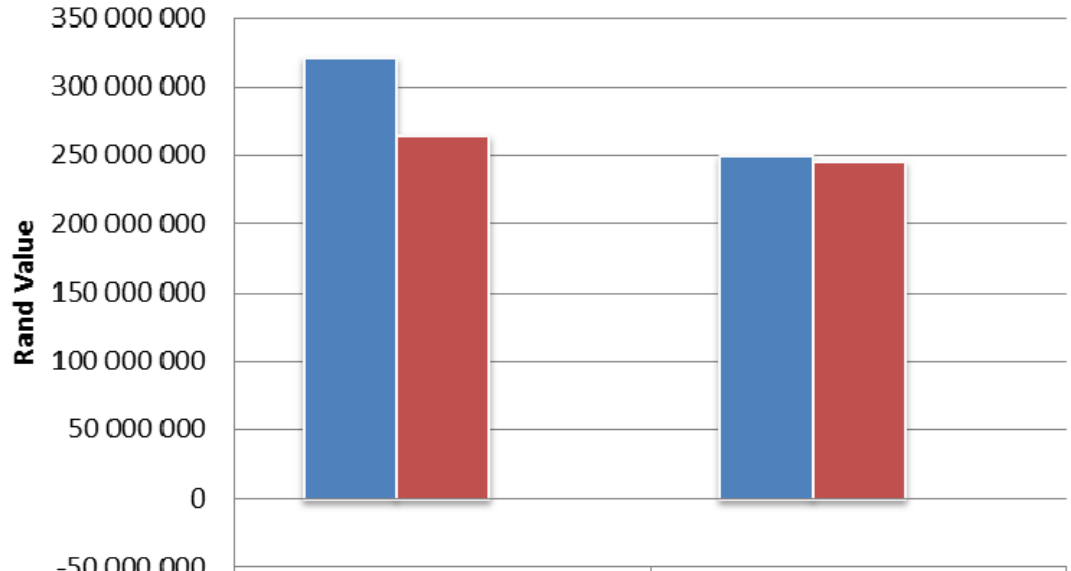
Equitable share grant of R 21 241 000 and Human Settlements grant of R3 022 732

Operating Expenditure

The following table illustrates the actual operating expenditure for each Directorate against planned expenditure in the SDBIP for 3rd Quarter of 2015/16.

Operating Expenditure (Per Directorate):

DIRECTORATE	ORIGINAL BUDGET	AMENDED BUDGET	YEAR-TO-DATE 2015/16		YEAR-TO-DATE VARIANCE (Actual - Plan)	Var %	QUARTER 3 2015/16		MARCH VARIANCE (Actual - Plan)	Var%
			PLANNED	ACTUAL			PLANNED	ACTUALS		
Municipal Manager	13 565 402	13 815 402	10 957 345	9 474 913	(1 482 432)	-14%	3 757 585	2 770 090	(987 495)	-26%
Planning and Development Services	37 755 135	38 455 135	31 040 723	23 820 188	(7 220 535)	-23%	9 498 244	9 030 627	(467 617)	-5%
Human Settlements	81 565 067	73 628 777	73 369 928	55 345 339	(18 024 589)	-25%	42 440 882	17 476 280	(24 964 602)	-59%
Community and Protection Services	190 328 620	198 263 620	125 327 642	119 702 279	(5 625 363)	-4%	44 241 709	42 490 674	(1 751 035)	-4%
Engineering Services	801 530 467	808 631 802	552 037 154	513 366 117	(38 671 037)	-7%	182 321 768	167 400 905	(14 920 863)	-8%
Strategic and Corporate Services	80 474 227	83 268 104	50 637 841	43 002 944	(7 634 897)	-15%	20 791 873	16 723 513	(4 068 360)	-20%
Financial Services	69 008 320	68 608 320	34 421 393	24 469 791	(9 951 602)	-29%	18 019 952	9 085 365	(8 934 587)	-50%
TOTALS	**1 274 227 238**	**1 284 671 160**	**877 792 026**	**789 181 571**	**(88 610 455)**	**-10%**	**321 072 013**	**264 977 455**	**(56 094 558)**	**-17%**



	Quarter 3 2015/16	Quarter 3 2014/15
Planned	321 072 013	249 543 381
Actual	264 977 455	245 434 825
Variance	-17%	-2%

The year on year comparison for the third quarter shows a 17% under spending rate of the planned operating budget for the financial year 2015/16, compared to a 2% under spending rate for the same period in the previous financial year.

Operating Expenditure Variance Report

The variances between actual operating expenditure and the planned operating expenditure contained in the SDBIP are explained per directorate and are as follow:

Municipal Manager

Auditing Fees: Internal

There was an under spending of R 730 158. The department are in the process of doing an ICT follow-up audit that will amount to R 228 000. The department indicated that they will also spend about R400 000 for property management, risk assessment and the development of SOPs' in April 2016.

Auditing Fees: External

There was an under spending of R 719 689. The expenditure will escalate as the Auditor General is onsite busy with their planning for the 2015/16 audit process.

Planning and Development

Consulting and planning fees

There was an under spending of R 774 607.

Funds were earmarked for the following projects:

1. **Identification and development of one or more suitable cemetery sites:** The tender was awarded in December 2015. An appeal was turned down and the project is in progress.
2. **Appointment of Consultant for Land use management; Environmental management; land development; Heritage resources; project management and architectural services:** The department went out on tender. Tender was awarded in March 2016. An invoice amount of R317 034 was submitted for payment in April 2016.
3. **Collection of GIS information for the mapping of Early Childhood Development centres on database:** Busy with implementation. Formal Quotation was approved. First part payment was made in April 2016. Project should be completed by latest middle May 2016.
4. **Disability Accessibility Implementation Plan**: Busy with implementation. Two part payment was made in April 2016 which amounted to R137 879.90. Project should be completed by end April 2016.
5. **Mayoral Youth Skills Development:** Went out on tender. The tender was awarded in March 2016. The project is in progress and payment will be made in June 2016.

LED Community projects

There was an under spending of R 203 452. The department went out on tender. The appointment of the Rhode urban development's dependent on the outcome of the appeal on panel.

Special Projects

There was an under spending of R 217 142. The funds were earmarked to fund community development programs. The department are in the process of identifying suitable projects.

Human Settlements

Rent: Offices

There was an under spending of R 2 865 102. Due to an escalation dispute the rental payments cannot be made. The department received communication that the escalation dispute was resolved and the lease agreement will be finalised during April 2016. Payment of the outstanding rental will subsequently be initiated.

Building: Routine Maintenance

There was a under spending of R 514 344. The department is in the process of addressing the maintenance needs of the different directorates. All funds will be spent by 30 June 2016.

Housing Projects Expenditure: Top Structures

Jamestown

Due to the dispute with the Civil Contractor the site was handed over to the Municipality two months later than anticipated. Therefor the Contractor was delayed for two months which resulted in a slow start. As a mitigating factor the contractor are working during weekends to enhance progress on site and funds will be spend by June 2016.

Kayamandi

The contractors for the 193 top structures are on site and construction is in progress. Funds will be spent by end June 2016. The project was delayed due to community unrest that was resolved after intense negotiations. This included wage disputes and vandalism on site.

Community and Protection Services

Security

There was an under spending of R 600 619. The department appointed contract workers which were part of the pilot projects to assist with the safeguarding of the Municipal assets and additional sites. The department indicated that all funds will be spent by 30 June 2016.

Agency Services: Speeding

There was an under spending of R 659 623. The payment to the service provider is dependent on the revenue collected from the fines issued.

Agency Services: Street parking

There was an over spending of R 746 877. The students' influx and management of the street parking improved significantly which resulted in an increase in commission paid to the service provider.

Area Cleaning

There was an over spending of R 1 668 020.

This was due to the following:

- CBD cleaning formal quotation which amounts to R100 000 per month
- Additional temporary works which was appointed in December 2015 till June 2016 which amounts to R300 000 per month
- Zone Cleaning formal quotation for Kayamandi that was awarded in December which amounts to R270 000 per month

Engineering Services

Recycling: Household Refuse

There was an under spending of R 559 000. Additional funds of R 400 000 was approved in Mid-year Adjustment budget for the door to door recycling collection in Rural/ Dwarsriver.

Agency services

There was an under spending of R 3 213 617. The spending is due to the ongoing management of the landfill site which is required. Additional funds of R 7 500 000 was approved in Mid-year Adjustment budget for the chipping, crushing and processing of the rubble and waste at the landfill site.

Machinery and Vehicles

There was an under spending of R 610 964. It's anticipate that R 1 500 000 will be spent on maintenance and repairs for this financial year.

Agency Services: Water Services
There was an under spending of R 1 081 630. Additional funds of R 1 619 452 was approved in Mid-year Adjustment budget for the removal of grid and washings (Schips).

Connections & Meters
There was an under spending of R 787 930. This is due to the increased requests received for connections and the replacement of meters.

Strategic and Corporate Services
Telephone
There was an under spending of R 809 573. This is as a result of the costs savings initiative, to ensure more effective management of telephone costs.

Membership fees

There was an under spending of R 1 891 250. The SALGA membership fees are paid annually. The municipality will be invoiced in April 2016 and payment will subsequently be made.

Service Level Agreements (SLA)

There was an under spending of R 1 181 722. Additional funds of R 800 000 was approved in Mid-year Adjustment budget for the procurement of the Service Level Agreement for the email support service to address email downtime. The Information Communication Technology systems' SLA will also be covered from this vote.

Licences: TV/ Software/ Network

There was an under spending of R 809 823. The funds will be used for the renewals of software licenses such as Kaspersky (Anti-virus), Mind Cast and VM. The department are going out on tender for the software licencing in April 2016. The specifications were already submitted to Supply chain management for review.

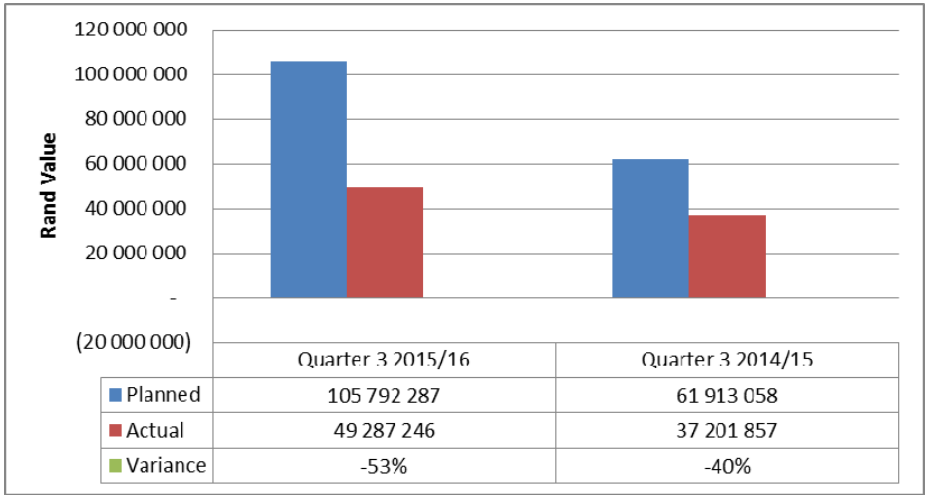
Consulting and planning fees

There was an under spending of R 714 069. The department are going out on tender for the system security assessment. The specifications have been submitted to Supply chain management department for review and should be advertised in April 2016.

Capital Expenditure

The following table illustrates the actual capital expenditure per directorate against the planned in the SDBIP for the 3rd Quarter of 2015/16.

DIRECTOR	ORIGINAL BUDGET	AMENDED BUDGET	YEAR TO DATE		VARIANCE	VAR %
			PLANNED	ACTUAL		
Municipal Manager	40 000.00	40 000	30 916.00	11 417	(19 499)	-63%
Planning & Development	2 869 000	2 489 272	2 292 523	146 405	(2 146 118)	-94%
Human Settlements	42 665 515	58 159 193	30 767 409	11 744 913	(19 022 496)	-62%
Community and Protection Services	25 669 964	22 622 479	14 401 204	5 177 148	(9 224 056)	-64%
Engineering Services	376 459 730	343 611 075	205 316 590	133 851 111	(71 465 479)	-35%
Strategic & Corporate Services	3 705 000	8 781 126	6 941 146	2 910 238	(4 030 908)	-58%
Financial Services	1 350 000	1 480 000	980 500	946 974	(33 526)	-3%
TOTALS	**452 759 209**	**437 183 145**	**260 730 288**	**154 788 206**	**-105 942 082**	**-41%**



The table below compares spending of quarter 3 to the same quarter in the previous financial year.

DIRECTOR	QUARTER 3 2014/15			QUARTER 3 2015/16		
	PLANNED	ACTUAL	VAR %	PLANNED	ACTUAL	VAR %
Municipal Manager	13 675.00	882	-94%	9 081	11 417	26%
Planning & Development	263 372	73 765	-72%	1 928 000	92 329	-95%
Human Settlements	-1 983 566	5 121 344	-358%	14 126 949	5 548 867	-61%
Community and ProtectionServices	2 559 876	3 483 997	36%	5 928 454	1 417 178	-76%
Engineering Services	60 359 701	27 089 003	-55%	80 818 170	40 983 099	-49%
Strategic & Corporate Services	700 000	708 716	1%	2 592 133	1 181 763	-54%
Financial Services	-	724 150	100%	389 500	52 593	-86%
TOTALS	**61 913 058**	**37 201 857**	**-40%**	**105 792 287**	**49 287 246**	**-53%**

The 41% under spending is of great concern as this may lead to bottle necks at the SCM unit, putting unnecessary pressure on internal support departments resulting in excessive overtime expenses. Currently Commitments to the tune of R185 797 790 are reflected on the financial system. This committed expenditure relate to work in progress for which the municipality must still be invoiced. An amount of R96 597 148 (22.10%) of the total Adjusted budget of R437 183 145 has not been committed at 31 March 2016.

Capital Expenditure Variance Report

The material variances between actual capital expenditure and the planned capital expenditure contained in the SDBIP are explained per directorate and are as follow (The reasons for variances found below were provided by the respective directors):

Planning and development

Purchase of Land - Cemetries

The department anticipate that this will be a roll-over project as the only R300 000 will be spent for this financial year.

Human Settlements

New Community Centre: Klapmuts

Consultants have already appointed. The project has been placed on hold due to re-zoning issues surrounding the project. There is great uncertainty that the project will re-continue.

Structural Improvement: General

The department went out on tender for the upgrades at Beltana. The tender evaluation is completed and will serve before the Bid Adjudication Committee in March 2016.

Informal Traders: Kayamandi

A tender has already been awarded for the upgrade of the taxi-rank. An On-site meeting with the taxi-drivers was held for the use of Erf 62 (Old admin building) as an alternative site. The user department requested SCM to put the tender on-hold pending the approval of the Technical team pertaining to the preparation and safeguarding of the site. The old dilapidated building will have to be demolished. The planning and preparation will take +/- 18 months.

New Housing: Jamestown

This is a multi-year project. The contractor was appointed in the previous financial year and is already on site. Due to technical issues the contractor could only provide practical completion in December 2015. The department awaits the contractor to complete outstanding work. An amount of R2million is for the sewer pipeline. The tender was awarded and an order was generated. Contractor is onsite already. Payment will be made as soon as work is completed.

New Housing: Kayamandi (Watergang & Zone O)

The project is in progress. The contractor is currently on site. The Bulk earth works is 90% complete and the testing of sewerage lines is 60% complete. The department anticipate that the project will be completed by the end of May 2016.

Basic Improvements: Langrug

The department indicated that they will use the annual tender for the bill of quantities for the access road.

Access to Basic Services (ABS) - All Wards

Various projects are underway, orders expected to be processed in the next weeks. The funds will be spent by 30 June 2016.

Community and Protection Services

Purchasing of Mobile Joint Operation Centre

The department went out on tender. None of the bids complied with the specifications. The tender will be re-advertised in March 2016 and the closing date is April 2016.

Upgrading of existing parks

An additional amount of R1 800 000 was approved in the Mid-year adjustment budget for the following:

1. Klapmuts
- Park- fencing- Went out on formal quotations which closed 18 March 2016. Busy with the evaluations.
- Play items for toddler as well as kids play areas well as Outdoor gym for adults- Went out on tender. Technical evaluation was completed and submitted to supply chain management.
- Pathway Artificial grass- Contractor was appointed and is onsite busy with preparation work.
2. Kayamandi park- lighting of park and fencing
3. Planning phase for the construction of a fountain in Stellenbosch CBD

Upgrading of sportsfields

The project is in progress and in the finalisation stage. The contractor is onsite. The department anticipate that the project will be completed by 30 May 2016.

Beautify Main Routes

The project is in progress. Awaiting the completion of the installation of the paving before payments will be processed.

Vehicle Fleet

The department went out on tender. The tender was be awarded in March 2016. Awaiting the appeal period to close. The estimated delivery time is four weeks.

Install computerized access security systems and CCTV cameras at Municipal buildings in the Greater Stellenbosch

Service provider to be appointed. The consultant will conduct a study/analysis, then after the project will commence. Possible roll-over

Install CCTV and ANPR cameras in the WC024

The department is in the process of appointing a consulting engineer to implement and to project manage the supply, delivery and installation of ANPR cameras and network within the WC024 area of Stellenbosch Municipal Area.

The final phase of the installation of ANPR at R310 has been approved Awaits the installation and connection. The department anticipates that this will be a roll-over project.

Engineering Services

Upgrade Depot Facilities

The department indicated that the funds will be used for the fencing at Beltana depot. A portion of the funds will be reprioritise.

Upgrade of WWTW: Klapmuts

This is a multi-year project. The department went out on tender for the appointment of contractor. The tender was awarded in December 2015. Due to the tender being awarded late the budget was reduced in the adjustment budget with R9.1million.

New Stellenbosch Main Sewer outfall

This is a multi-year project. The funds were shifted to the next financial year due to the tender that was awarded later than anticipated.

Upgrade Gravel Roads - Mooiwater: Section 2

The project is in progress. The department went out on tender. There is a delay in the progress of the project due to the tender which was award later than planned and the contractor taking longer than expected.

Reconstruction of roads - WC024

The contractor was appointed and is currently on-site. Department is in the process of requiting an order.

Reseal Roads

The department used the annual tender to appoint two contractors. Orders have already been generated for for Mosertsdrift & surroundings; Jamestown & Technopark and Johannesdal, Pniel & Lanquedoc. Additional orders in excess of R 2 million will be generated by Friday, 08 April 2016.

Major Drop-offs : Construction – Franschhoek

The project has been placed on hold temporarily as it is uncertain if the property belongs to the municipality or privately owned. Consultation, Clean-up of site, Planning & design costs has been incurred. It is doubtful that the money will be spent before the end of the financial year.

Road Sweeper

The department went out on tender. The tender evaluation report was completed and a second hand sweeper will be purchased as it cost less than a new one. A Technical report will be submitted to SCM within this first week of April 2016.

Strategic & Corporate Services

LED Screens at Municipal Buildings

The department went out on tender for 10 screens. The response to the tender was limited due to the limited technology and lack of compatibility. As a result the tender was cancelled. Department will go out on tender for the second time in April 2016. The specifications will be submitted to supply chain management with in the next week.

Upgrade and Expansion of IT Infrastructure Platforms

The funds will be used for the following projects:

1. **UPS for Matopie**- The tender served before the Bid Evaluation Committee in March 2016. Awaiting the tender to be awarded by supply chain management in April 2016.
2. **UPS for Papegaaiberg**- Project is in progress. The service provider was appointed and the project will be completed in April 2016.
3. **Server Room upgrade**- The service provider is onsite. Project will be completed by end of the financial year
4. **Telephone system hardware:** Request for a variation order of R78 000 was approved by Bid Adjudication Committee in March 2016. Currently awaiting supplier delivery.

Investments and Borrowings

Investments

BANK	TYPE OF INVESTMENT	INTEREST RATE	MATURITY DATE	OPENING BALANCE AT 01 JANUARY 2016	INVESTMENT MADE FOR 3rd QUARTER	INVESTMENT WITHDRAWALS FOR 3rd QUARTER	INTEREST ACCRUED AT FOR 3rd QUARTER	CLOSING BALANCE AS AT 31 MARCH 2016
ABSA BANK								
A#6771	FIXED DEPOSIT	7,04%	07-Apr-16	120 509 194.52	-	-	2 106 213.70	122 615 408.22
								-
				120 509 194.52	**-**	**-**	**2 106 213.70**	**122 615 408.22**
FNB								
F#9369	FIXED DEPOSIT	7.434%	09-Jun-16	180 806 538.08	-	-	3 366 664.15	184 173 202.23
								-
				180 806 538.08	**-**	**-**	**3 366 664.15**	**184 173 202.23**
NEDBANK								
N#001	FIXED DEPOSIT	7.445%	10-Jun-16	180 771 016.44	-	-	3 341 071.23	184 112 087.67
								-
				180 771 016.44	**-**	**-**	**3 341 071.23**	**184 112 087.67**
INVESTEC BANK								
I#500	CALL ACCOUNT	6.650%		-	30 000 000.00	56 835.61	388 567.97	30 331 732.36
				-	**30 000 000.00**	**56 835.61**	**388 567.97**	**30 331 732.36**
STANDARD BANK								
S#001	FIXED DEPOSIT	7.025%	11-Apr-16	120 531 205.48	-	-	2 164 109.59	122 695 315.07
S#002	FIXED DEPOSIT	6.900%	22-Mar-16	-	30 000 000.00	30 345 945.20	345 945.21	0.00
				120 531 205.48	**30 000 000.00**	**30 345 945.20**	**2 510 054.79**	**122 695 315.07**
NEW REPUBLIC BANK								
NEW REPUBLIC BANK		13.500%	30-Jun-20	170 839.00			-	170 839.00
				170 839.00	**-**	**-**	**-**	**170 839.00**
SANLAM MANAGEMENT								
SANLAM MANAGEMENT			31-Dec-15				-	-
				-	**-**	**-**	**-**	**-**
INVESTMENT TOTAL				**602 788 793.52**	**60 000 000.00**	**30 402 780.81**	**11 712 571.84**	**644 098 584.55**

Borrowings

Lending Institition	Balance 1/01/2016	RECEIVED	Interest Capitalised	REDEEMED	Balance 31/03/2016	Percentage	Sinking Funds
							(R'000)
DBSA @ 9.25%_6100380	15 197 955	-	-	-	15 197 955	9.25%	
DBSA@ 11.1%_61000816	24 552 895	-	-	-	24 552 895	11.10%	
DBSA@ 10.25%_61001059	66 606 745	-	-	-	66 606 745	10.25%	
DBSA@ 9.735%	97 505 198	-	-	-	97 505 198	9.735%	
	203 862 792	-	-	-	203 862 792	R -	R -

All the above listed loans have been fully taken up during 2015/2016 financial year.

Allocations and grant receipts and expenditure for the 3rd quarter of 2015/16

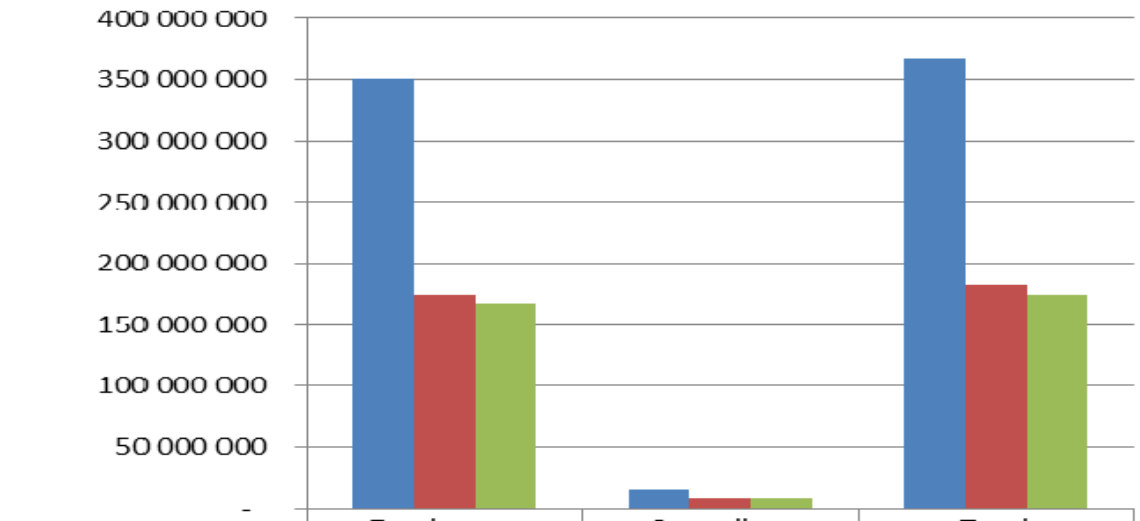
OPERATING & CAPITAL GRANTS	EXPECTED ALLOCATION	ACCUMULATED RECEIPTS	ACCUMULATED ACTUAL EXPENDITURE	ACTUAL RECEIPTS FOR 3rd QUARTER	ACTUAL EXPENDITURE FOR 3rd QUARTER	UNSPENT CONDITIONAL GRANTS - 3rd QUARTER
Municipal Systems Improvement Grant	930 000	930 000	781 842	-	348 574	148 158
EPWP Incentive Grant for Municipalities	1 075 000	1 075 000	692 025	322 000	256 928	382 975
Community Development Workers Operational Support Grant	54 000	54 000	13 600	-	-	40 400
Library Services	11 687 000	11 687 000	7 924 787	2 895 667	6 515 648	3 762 213
Human Settlements Development Grant	40 550 000	31 908 771	19 446 518	20 416 148	7 620 157	12 462 252
Municipal Infrastructure Grant (MIG)	34 657 000	34 657 000	19 971 588	9 023 000	9 385 657	14 685 412
Maintenance and Construction of Transport Infrastructure	308 000	308 000	-	-	-	308 000
Integrated Transport Planning	600 000	600 000	446 628	-	-	153 372
Regional Bulk Infrastructure Grant	48 128 000	48 128 000	48 128 000	43 153 249	5 903 459	-
Financial Management Grant (FMG)	1 450 000	1 450 000	909 805	-	214 461	540 195
Integrated National Electrification Programme Grant	4 000 000	4 000 000	558 805	-	280 707	3 441 195
Energy Efficiency and Demand Side Management	6 000 000	6 000 000	8 569	2 000 000	-	5 991 431
LG Financial Management Support grant	250 000	250 000	-	-	-	250 000
Spatial Development framework	500 000	500 000	-	-	-	500 000
TOTAL	**150 189 000**	**141 547 771**	**98 882 168**	**77 810 064**	**30 525 589**	**42 665 602**

Personnel Expenditure

In terms of Section 66 of the MFMA, all expenditure incurred by the municipality on staff salaries, wages, allowances and benefits must be reported to council.

The total expenditure relating to employee related costs for 2015/16 is budgeted at R350 841 519 which represents 27.31% of the total budget. The councillor's allowances represent 1.25% or R16 063 032 of the total budget. The total salary budget for the financial year 2015/16 is R366 904 551 which is equal to 28.56% of the total adjusted budget.

The following graph indicates the actual expenses for the third quarter of the 2015/16 financial year.



	Employees	Councilors	Total
Annual Budget	350 841 519	16 063 032	366 904 551
Quarter 3 Planned	174 821 863	7 995 240	182 817 103
Quarter 3 Actual	166 525 984	7 997 195	174 523 180

During the third quarter of the financial year directorates spent R8 293 923 (4.54%), less than the planned expenditure of R182 817 103.

Cash Flow Statement

The following table shows the summarised cash flow of Stellenbosch Municipality for the 3rd quarter of 2015/16.

Detail	January	February	March	Total
Cash Receipts by Source				
Property rates	20 969 000	14 294 196	18 414 480	53 677 676
Property rates - penalties & collection charges	(635 360)	335 308	(159 065)	(459 117)
Service charges - electricity revenue	33 037 335	50 756 310	43 739 625	127 533 271
Service charges - water revenue	(918 623)	(2 989 035)	15 808 701	11 901 043
Service charges - sanitation revenue	2 769	173 947	536 301	713 017
Service charges - refuse revenue	(120 961)	40 209	(1 929)	(82 681)
Service charges - other	6 807 139	9 814 527	(6 445 499)	10 176 166
Rental of facilities and equipment	35 660	(493 708)	175 453	(282 595)
Interest earned - external investments	3 154 827	4 146 506	218 781	7 520 113
Interest earned - outstanding debtors	(13 990)	153 839	(14 799)	125 051
Dividends received	-	-	-	-
Fines	1 890 802	1 263 413	1 086 062	4 240 277
Licences and permits	853 594	350 810	586 279	1 790 684
Agency services	237 897	-	132 212	370 109
Transfer receipts - operational	-	-	-	-
Other revenue	80 500 668	5 508 843	60 540 992	146 550 503
Cash Receipts by Source	**145 800 758**	**83 355 166**	**134 617 593**	**363 773 516**
Other Cash Flows/Receipts by Source				
Transfer receipts - capital	-	634 885	43 165 227	43 800 112
Increase (decrease) in consumer deposits	30 765	407 569	34 804	473 138
Total Cash Receipts by Source	**145 831 522**	**84 397 620**	**177 817 624**	**408 046 766**
Cash Payments by Type				
Employee related costs	27 973 188	37 025 684	27 702 244	92 701 116
Remuneration of councillors	1 203 431	1 710 380	1 280 770	4 194 581
Collection costs	157 296	139 828	145 072	442 196
Interest paid	-	-	-	-
Bulk purchases - Electricity	19 980 742	22 643 362	23 121 777	65 745 880
Bulk purchases - Water & Sewer	1 601 778	3 181 444	293 497	5 076 719
Grants and subsidies paid - other	1 212 137	1 057 827	1 124 815	3 394 779
General expenses	17 534 491	(54 275 455)	20 116 266	(16 624 698)
Cash Payments by Type	**69 663 063**	**11 483 070**	**73 784 441**	**154 930 573**
Other Cash Flows/Payments by Type				
Capital assets	2 476 153	10 808 782	21 690 564	34 975 500
Repayment of borrowing	-	-	-	-
Other Cash Flows/Payments	68 807 862	52 643 760	11 757 445	133 209 067
Total Cash Payments by Type	**140 947 078**	**74 935 612**	**107 232 450**	**323 115 139**
Net Increase/(Decrease) in Cash Held	**4 884 445**	**9 462 008**	**70 585 174**	**84 931 626**
Cash/cash equivalents at the month/year begin:	**697 529 780**	**702 414 224**	**711 876 232**	**697 529 780**
Cash/cash equivalents at the month/year end:	**702 414 224**	**711 876 232**	**782 461 406**	**782 461 406**

Withdrawals

NOT PART OF NORMAL OPERATIONS		
Withdrawals from Municipal Bank Accounts		
In accordance with Section 11, Sub-section 1 (b) to (j)		
	Amount	**Reason for withdrawal**
MFMA section 11. (1) Only the *accounting officer* or the *chief financial officer* of a *municipality*, or any other senior financial *official* of the *municipality* acting on the written authority of the *accounting officer* may withdraw money or authorize the withdrawal of money from any of the *municipality*'s bank accounts, and may do so only -		
(b) to defray expenditure authorized in terms of section 26(4);	R 0.00	
I to defray unforeseeable and unavoidable expenditure authorized in terms of section 29(1);	R 0.00	
(d) in the case of a bank account opened in terms of section 12. To make payments from the account in accordance with subsection (4) of that section;	R 0.00	
(e) to pay over to a person or organ of state money received by the *municipality* on behalf of that person or organ of state, including -	R 0.00	
(i) money collected by the *municipality* on behalf of that person or organ of state by agreement; or	R 5 271 366.19	The municipality acts as an agent for PAWC for collection of licensing fees.
(ii) any insurance or other payments received by the *municipality* for that person or organ of state;	R 1 096 904.54	Group Insurance
(f) to refund money incorrectly paid into a bank account;	R 0.00	
(g) to refund guarantees, sureties and *security* deposits;	R 0.00	
(h) for cash management and *investment* purposes in accordance with section 13;	R 60 000 000.00	Investment in accordance with investment policy
(i) to defray increased expenditure in terms of section 31; or	R 0.00	
(j) for such other purposes as may be *prescribed*.	R 0.00	

Operating and Capital Cash flow projections for rest of the year

	QUARTER 4		
	Operational Expenditure	**Operational Income**	**Capital Expenditure**
MUNICIPAL MANAGER	2 764 307	-	9 084
PLANNING & DEVELOPMENT SERVICE	7 414 412	1 517 564	460 000
HUMAN SETTLEMENTS	258 849	32 120 227	12 303 076
PUBLIC SAFETY	256 594 648	314 603 049	18 754 336
ENGINEERING SERVICES	72 935 978	42 579 518	132 120 769
STRATEGIC & CORPORATE SERVICES	32 630 263	842 774	876 408
FINANCIAL SERVICES	34 280 677	35 380 107	369 500
	406 879 134	**427 043 239**	**164 893 173**

Monthly Budget Statements

Table C1: Monthly Budget Statement Summary

WC024 Stellenbosch - Table C1 Monthly Budget Statement Summary - Q3 Third Quarter									
Description	2014/15	Budget Year 2015/16							
R thousands	Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
Financial Performance									
Property rates	245 937	268 319	270 359	(1 080)	268 805	268 426	379	0%	353 147
Service charges	624 507	667 968	664 921	58 929	510 750	497 304	13 446	3%	677 168
Investment revenue	40 566	29 124	43 528	219	29 159	29 418	(259)	-1%	43 159
Transfers recognised - operational	82 300	122 945	115 759	26 833	118 343	39 751	78 592	198%	159 209
Other own revenue	144 436	130 953	135 186	6 704	45 429	77 595	(32 166)	-41%	61 435
Total Revenue (excluding capital transfers and contributions)	1 137 747	1 219 309	1 229 753	91 605	972 486	912 495	59 991	7%	1 294 118
Employee costs	314 320	350 842	351 512	27 702	257 422	274 231	(16 809)	-6%	355 644
Remuneration of Councillors	13 930	16 063	16 063	1 281	11 342	11 911	(568)	-5%	16 424
Depreciation & asset impairment	152 884	149 053	149 053	11 907	115 327	111 790	3 538	3%	42 127
Finance charges	13 409	23 714	22 714	–	10 191	10 299	(107)	-1%	14 708
Materials and bulk purchases	287 344	327 369	323 734	23 415	216 139	224 746	(8 606)	-4%	310 087
Transfers and grants	6 644	8 175	8 175	593	6 240	7 059	(819)	-12%	9 020
Other expenditure	357 151	399 012	413 421	22 413	172 519	237 757	(65 239)	-27%	365 956
Total Expenditure	1 145 682	1 274 227	1 284 671	87 310	789 182	877 792	(88 610)	-10%	1 113 967
Surplus/(Deficit)	(7 935)	(54 918)	(54 918)	4 295	183 304	34 703	148 602	428%	180 151
Transfers recognised - capital	57 302	112 256	112 256	43 153	43 153	2 471	40 683	1647%	79 069
Contributions & Contributed assets	–	–	–	–	–	–	–		–
Surplus/(Deficit) after capital transfers & contributions	49 367	57 338	57 338	47 448	226 458	37 173	189 284	509%	259 220
Share of surplus/ (deficit) of associate	–	–	–	–	–	–	–		–
Surplus/ (Deficit) for the year	49 367	57 338	57 338	47 448	226 458	37 173	189 284	509%	259 220
Capital expenditure & funds sources									
Capital expenditure	141 865	452 759	437 183	27 040	154 788	260 730	(105 942)	-41%	453 759
Capital transfers recognised	57 220	112 256	123 215	7 841	23 625	53 889	(30 263)	-56%	123 215
Public contributions & donations	82	12 000	11 200	2 762	10 868	11 255	(387)	-3%	11 200
Borrowing	57 433	88 000	92 567	13 058	85 299	89 243	(3 944)	-4%	92 567
Internally generated funds	115 191	240 504	210 201	3 379	34 996	106 344	(71 348)	-67%	210 201
Total sources of capital funds	229 925	452 759	437 183	27 040	154 788	260 730	(105 942)	-41%	437 183
Financial position									
Total current assets	826 889	644 464	645 327	1 001 915	1 001 915				645 327
Total non current assets	4 793 761	4 946 147	4 913 179	5 063 848	5 063 848				4 913 179
Total current liabilities	325 027	165 426	304 360	209 946	209 946				304 360
Total non current liabilities	379 531	460 003	437 165	483 928	483 928				437 165
Community wealth/Equity	4 916 092	4 965 182	4 816 981	5 371 888	5 371 888				4 816 981
Cash flows									
Net cash from (used) operating	304 571	218 780	218 780	92 241	304 571	–	(304 571)	#DIV/0!	–
Net cash from (used) investing	(128 653)	(452 759)	(452 759)	(21 691)	(128 653)	–	128 653	#DIV/0!	–
Net cash from (used) financing	(2 886)	81 025	81 025	35	(2 886)	–	2 886	#DIV/0!	–
Cash/cash equivalents at the month/year end	677 959	405 232	405 232	782 461	782 461	558 186	(224 275)	-40%	609 430
Debtors & creditors analysis	0-30 Days	31-60 Days	61-90 Days	91-120 Days	121-150 Dys	151-180 Dys	181 Dys-1 Yr	Over 1Yr	Total
Debtors Age Analysis									
Total By Income Source	64 898	3 145	2 859	105 598	–	–	–	–	176 499
Creditors Age Analysis									
Total Creditors	56 292	–	–	–	–	–	–	–	56 292

Table C2: Monthly Budget Statement – Financial Performance (standard classification)

WC024 Stellenbosch - Table C2 Monthly Budget Statement - Financial Performance (standard classification) - Q3 Third Quarter										
		2014/15	Budget Year 2015/16							
Description	Ref	Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
R thousands	1									
Revenue - Standard										
Governance and administration		327 509	341 293	356 575	1 631	324 746	309 954	14 791	5%	434 113
Executive and council		154	245	495	36	365	419	(54)	-13%	407
Budget and treasury office		304 167	323 492	338 621	(741)	320 683	303 241	17 442	6%	426 055
Corporate services		23 189	17 556	17 459	2 336	3 698	6 294	(2 597)	-41%	7 651
Community and public safety		103 824	142 417	135 463	7 771	51 788	73 319	(21 531)	-29%	76 558
Community and social services		7 404	10 086	10 156	89	9 812	10 281	(469)	-5%	20 387
Sport and recreation		2 625	4 680	5 400	16	1 225	874	352	40%	3 414
Public safety		64 309	74 956	75 148	1 223	15 323	39 150	(23 827)	-61%	17 600
Housing		29 487	52 694	44 758	6 443	25 428	23 014	2 414	10%	35 156
Health		–	–	–	–	–	–	–		–
Economic and environmental services		18 157	19 389	20 477	921	10 347	11 678	(1 331)	-11%	15 426
Planning and development		5 300	5 769	6 849	394	5 231	5 401	(170)	-3%	7 225
Road transport		12 857	13 620	13 629	528	5 116	6 277	(1 161)	-18%	8 201
Environmental protection		–	–	–	–	–	–	–		–
Trading services		744 951	827 981	828 759	124 433	628 392	519 781	108 611	21%	808 293
Electricity		436 624	486 663	480 723	40 119	346 493	340 458	6 035	2%	460 724
Water		157 501	138 302	141 058	76 759	141 900	87 212	54 688	63%	188 272
Waste water management		94 300	146 763	148 560	7 160	84 440	57 418	27 023	47%	123 443
Waste management		56 526	56 254	58 418	395	55 558	34 693	20 865	60%	35 855
Other	4	606	485	735	3	366	233	133	57%	989
Total Revenue - Standard	2	1 195 048	1 331 565	1 342 009	134 758	1 015 639	914 965	100 674	11%	1 335 379
Expenditure - Standard										
Governance and administration		252 587	289 444	293 400	17 490	162 324	187 156	(24 832)	-13%	249 562
Executive and council		55 156	76 710	76 610	3 420	37 843	48 986	(11 143)	-23%	62 624
Budget and treasury office		56 650	90 291	89 891	4 230	39 927	50 277	(10 350)	-21%	63 851
Corporate services		140 782	122 442	126 899	9 840	84 555	87 893	(3 338)	-4%	123 087
Community and public safety		192 930	201 300	200 455	15 834	131 149	148 316	(17 166)	-12%	202 335
Community and social services		22 419	26 127	26 624	1 949	18 364	20 153	(1 788)	-9%	25 067
Sport and recreation		31 870	31 303	30 609	2 885	26 551	23 599	2 952	13%	33 921
Public safety		107 883	90 449	98 097	5 555	49 973	51 644	(1 671)	-3%	82 381
Housing		30 639	53 400	45 102	5 416	36 155	52 904	(16 749)	-32%	60 959
Health		119	22	22	28	106	17	89	531%	6
Economic and environmental services		97 965	110 735	111 968	8 156	74 832	84 420	(9 589)	-11%	84 491
Planning and development		33 508	40 887	41 051	2 914	26 463	33 037	(6 575)	-20%	42 316
Road transport		61 447	66 717	67 696	5 037	45 762	49 084	(3 321)	-7%	38 526
Environmental protection		3 010	3 131	3 221	206	2 606	2 299	307	13%	3 650
Trading services		598 745	665 016	671 365	45 562	418 661	452 053	(33 391)	-7%	573 352
Electricity		348 538	410 016	405 401	30 520	265 626	280 079	(14 454)	-5%	361 702
Water		102 482	98 142	98 070	4 999	58 379	58 724	(345)	-1%	74 054
Waste water management		85 927	101 754	105 291	6 851	65 676	74 691	(9 015)	-12%	81 468
Waste management		61 799	55 103	62 603	3 191	28 981	38 558	(9 578)	-25%	56 128
Other		3 454	7 732	7 484	371	3 251	5 848	(2 597)	-44%	4 227
Total Expenditure - Standard	3	1 145 682	1 274 227	1 284 671	87 412	790 217	877 792	(87 575)	-10%	1 113 967
Surplus/ (Deficit) for the year		49 367	57 338	57 338	47 346	225 422	37 173	188 249	506%	221 412

Table C2: Monthly Budget Statement – Financial Performance, reflects the operating revenue and operating expenditure in the standard classifications which are the Government Finance Statistics Functions and Sub-functions. The main functions are Governance and Administration; Community and public safety; Economic and environmental services; and Trading services.

Table C3: Monthly Budget Statement – Financial Performance (revenue & expenditure by municipal vote)

WC024 Stellenbosch - Table C3 Monthly Budget Statement - Financial Performance (revenue and expenditure by municipal vote) - Q3 Third Quarter										
Vote Description	Ref	2014/15	Budget Year 2015/16							
R thousands		Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
Revenue by Vote	1									
Vote 1 - MUNICIPAL MANAGER		–	–	–	–	–	–	–		–
Vote 2 - PLANNING AND ENVIRONMENT		5 817	5 815	6 895	394	5 231	5 377	(146)	-2.7%	7 236
Vote 4 - HUMAN SETTLEMENTS		50 696	69 395	61 316	8 496	28 499	29 196	(697)	-2.4%	41 992
Vote 5 - ENGINEERING SERVICES		748 428	833 924	834 660	124 436	628 477	520 057	108 420	20.8%	847 776
Vote 6 - COMMUNITY AND PROTECTION SERVICES		83 768	97 785	99 113	1 866	31 828	56 533	(24 705)	-43.7%	48 986
Vote 7 - STRATEGIC AND CORPORATE SERVICES		2 172	1 154	1 154	309	672	311	361	116.3%	893
Vote 9 - FINANCIAL SERVICES		304 167	323 492	338 871	(741)	320 933	303 491	17 442	5.7%	426 305
Total Revenue by Vote	2	1 195 048	1 331 565	1 342 009	134 758	1 015 639	914 965	100 674	11.0%	1 373 187
Expenditure by Vote	1									
Vote 1 - MUNICIPAL MANAGER		15 197	18 078	18 078	747	12 484	14 186	(1 702)	-12.0%	17 855
Vote 2 - PLANNING AND ENVIRONMENT		33 244	42 163	42 863	3 008	26 759	34 347	(7 588)	-22.1%	42 325
Vote 4 - HUMAN SETTLEMENTS		52 707	81 565	73 629	7 196	55 345	73 370	(18 025)	-24.6%	85 682
Vote 5 - ENGINEERING SERVICES		694 388	725 296	732 397	50 946	462 543	494 861	(32 318)	-6.5%	608 059
Vote 6 - COMMUNITY AND PROTECTION SERVICES		200 601	198 236	206 171	13 732	124 974	131 258	(6 284)	-4.8%	185 045
Vote 7 - STRATEGIC AND CORPORATE SERVICES		93 101	117 295	120 089	7 460	67 625	78 253	(10 628)	-13.6%	110 107
Vote 9 - FINANCIAL SERVICES		56 444	91 594	91 444	4 324	40 488	51 517	(11 029)	-21.4%	64 894
Total Expenditure by Vote	2	1 145 682	1 274 227	1 284 671	87 412	790 217	877 792	(87 575)	-10.0%	1 113 967
Surplus/ (Deficit) for the year	2	49 367	57 338	57 338	47 346	225 422	37 173	188 249	506.4%	259 220

Table C3: Monthly Budget Statement – Financial Performance, reflects the operating revenue and operating expenditure by municipal vote. The municipal directorates are Municipal Manager; Planning Development; Human Settlements; Engineering Services; Community and Protection Services; Strategic and Corporate Services; and Financial Services. The operating expenditure budget is approved by Council on the municipal vote level.

Table C4: Monthly Budget Statement – Financial Performance (revenue & expenditure)

WC024 Stellenbosch - Table C4 Monthly Budget Statement - Financial Performance (revenue and expenditure) - Q3 Third Quarter										
		2014/15	Budget Year 2015/16							
Description	Ref	Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
R thousands										
Revenue By Source										
Property rates		243 086	265 709	268 209	(1 174)	267 424	267 356	68	0%	350 014
Property rates - penalties & collection charges		2 850	2 609	2 150	94	1 381	1 070	311	29%	3 133
Service charges - electricity revenue		413 981	457 512	452 003	39 851	329 463	338 668	(9 204)	-3%	435 962
Service charges - water revenue		114 836	107 543	106 043	17 138	80 169	79 740	429	1%	107 033
Service charges - sanitation revenue		60 744	66 173	67 970	1 909	63 962	49 715	14 247	29%	84 410
Service charges - refuse revenue		34 946	36 740	38 905	32	37 155	29 181	7 974	27%	49 763
Service charges - other		–	–	–	–	–	–	–		–
Rental of facilities and equipment		16 810	17 408	18 110	3 194	8 793	14 023	(5 229)	-37%	12 308
Interest earned - external investments		40 566	29 124	43 528	219	29 159	29 418	(259)	-1%	43 159
Interest earned - outstanding debtors		6 268	4 876	4 444	463	3 592	3 281	311	9%	4 658
Dividends received		–	–	–	–	–	–	–		–
Fines		66 954	71 134	71 259	1 322	13 325	37 466	(24 141)	-64%	15 017
Licences and permits		7 120	7 504	7 362	586	5 261	5 664	(403)	-7%	6 843
Agency services		2 018	2 100	2 100	132	1 412	1 635	(224)	-14%	1 834
Transfers recognised - operational		82 300	122 945	115 759	26 833	118 343	39 751	78 592	198%	159 209
Other revenue		43 970	27 931	31 911	1 006	13 046	15 526	(2 481)	-16%	20 776
Gains on disposal of PPE		1 296	–	–	–	–	–	–		–
Total Revenue (excluding capital transfers and contributions)		1 137 747	1 219 309	1 229 753	91 605	972 486	912 495	59 991	7%	1 294 118
Expenditure By Type										
Employee related costs		314 320	350 842	351 512	27 702	257 422	274 231	(16 809)	-6%	355 644
Remuneration of councillors		13 930	16 063	16 063	1 281	11 342	11 911	(568)	-5%	16 424
Debt impairment		4 316	20 728	20 728	–	–	624	(624)	-100%	5 858
Depreciation & asset impairment		152 884	149 053	149 053	11 907	115 327	111 790	3 538	3%	42 127
Finance charges		13 409	23 714	22 714	–	10 191	10 299	(107)	-1%	14 708
Bulk purchases		287 344	327 369	323 734	23 415	216 139	224 746	(8 606)	-4%	310 087
Other materials		–	–	–	–	–	–	–		–
Contracted services		10 101	15 186	16 892	601	7 166	11 312	(4 146)	-37%	13 960
Transfers and grants		6 644	8 175	8 175	593	6 240	7 059	(819)	-12%	9 020
Other expenditure		342 694	363 098	375 801	21 811	165 353	225 821	(60 469)	-27%	346 138
Loss on disposal of PPE		40	–	–	–	–	–	–		–
Total Expenditure		1 145 682	1 274 227	1 284 671	87 310	789 182	877 792	(88 610)	-10%	1 113 967
Surplus/(Deficit)		(7 935)	(54 918)	(54 918)	4 295	183 304	34 703	148 602	0	180 151
Transfers recognised - capital		57 302	112 256	112 256	43 153	43 153	2 471	40 683	0	79 069
Contributions recognised - capital		–	–	–	–	–	–	–		–
Contributed assets		–	–	–	–	–	–	–		–
Surplus/(Deficit) after capital transfers & contributions		49 367	57 338	57 338	47 448	226 458	37 173			259 220
Taxation		–	–	–	–	–	–	–		–
Surplus/(Deficit) after taxation		49 367	57 338	57 338	47 448	226 458	37 173			259 220
Attributable to minorities		–	–	–	–	–	–			–
Surplus/(Deficit) attributable to municipality		49 367	57 338	57 338	47 448	226 458	37 173			259 220
Share of surplus/ (deficit) of associate		–	–	–	–	–	–			–
Surplus/ (Deficit) for the year		49 367	57 338	57 338	47 448	226 458	37 173			259 220

Table C5: Monthly Budget Statement – Capital Expenditure

WC024 Stellenbosch - Table C5 Monthly Budget Statement - Capital Expenditure (municipal vote, standard classification and funding) - Q3 Third Quarter

Vote Description	Ref	2014/15	Budget Year 2015/16							
		Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
R thousands	1									
Multi-Year expenditure appropriation	2									
Vote 1 - MUNICIPAL MANAGER		–	–	–	–	–	–	–		–
Vote 2 - PLANNING AND ENVIRONMENT		–	–	–	–	–	–	–		–
Vote 4 - HUMAN SETTLEMENTS		–	500	572	–	1	400	(399)	-100%	500
Vote 5 - ENGINEERING SERVICES		–	29 430	34 396	2 696	13 084	16 997	(3 913)	-23%	29 430
Vote 6 - COMMUNITY AND PROTECTION SERVICES		–	428	428	7	158	386	(228)	-59%	428
Vote 7 - STRATEGIC AND CORPORATE SERVICES		–	–	–	–	–	–	–		–
Vote 9 - FINANCIAL SERVICES		–	–	–	–	–	–	–		–
Total Capital Multi-year expenditure	4,7	–	30 358	35 396	2 703	13 243	17 783	(4 540)	-26%	30 358
Single Year expenditure appropriation	2									
Vote 1 - MUNICIPAL MANAGER		15	40	40	–	11	31	(19)	-63%	40
Vote 2 - PLANNING AND ENVIRONMENT		653	2 869	2 489	68	146	2 293	(2 146)	-94%	2 869
Vote 4 - HUMAN SETTLEMENTS		25 148	42 166	57 587	2 372	11 744	30 367	(18 624)	-61%	42 166
Vote 5 - ENGINEERING SERVICES		98 443	347 030	309 215	20 712	120 767	188 320	(67 553)	-36%	348 030
Vote 6 - COMMUNITY AND PROTECTION SERVICES		13 494	25 242	20 301	685	4 034	12 122	(8 088)	-67%	25 242
Vote 7 - STRATEGIC AND CORPORATE SERVICES		2 878	3 705	8 781	393	2 910	6 941	(4 031)	-58%	3 705
Vote 9 - FINANCIAL SERVICES		1 236	1 350	1 480	46	947	981	(34)	-3%	1 350
Total Capital single-year expenditure	4	141 865	422 401	401 787	24 337	141 545	242 947	(101 402)	-42%	423 401
Total Capital Expenditure		141 865	452 759	437 183	27 040	154 788	260 730	(105 942)	-41%	453 759
Capital Expenditure - Standard Classification										
Governance and administration		16 622	38 538	44 489	963	7 650	22 185	(14 535)	-66%	38 538
Executive and council		13	40	40	–	11	31	(19)	-63%	40
Budget and treasury office		1 552	1 350	1 480	46	947	981	(34)	-3%	1 350
Corporate services		15 057	37 148	42 969	916	6 691	21 173	(14 482)	-68%	37 148
Community and public safety		27 632	37 725	45 316	2 445	12 539	30 491	(17 952)	-59%	37 725
Community and social services		2 308	1 538	2 338	211	402	1 006	(604)	-60%	1 538
Sport and recreation		6 133	7 572	6 077	121	2 929	4 856	(1 927)	-40%	7 572
Public safety		188	6 520	1 520	–	274	1 520	(1 246)	-82%	6 520
Housing		19 003	22 096	35 381	2 113	8 935	23 110	(14 175)	-61%	22 096
Health		–	–	–	–	–	–	–		–
Economic and environmental services		42 335	44 979	45 857	1 537	7 174	36 727	(29 553)	-80%	44 979
Planning and development		872	2 869	2 489	68	146	2 293	(2 146)	-94%	2 869
Road transport		40 314	41 010	40 358	1 221	6 520	33 314	(26 794)	-80%	41 010
Environmental protection		1 149	1 100	3 010	248	507	1 120	(613)	-55%	1 100
Trading services		143 335	331 467	301 471	22 096	127 377	171 278	(43 900)	-26%	332 467
Electricity		39 435	48 430	50 582	2 125	10 753	29 773	(19 020)	-64%	49 430
Water		62 283	67 574	62 936	6 119	25 313	37 657	(12 344)	-33%	67 574
Waste water management		35 723	197 550	176 977	13 774	86 614	94 268	(7 654)	-8%	197 550
Waste management		5 894	17 913	10 975	78	4 697	9 580	(4 883)	-51%	17 913
Other		–	50	50	–	48	50	(2)	-3%	50
Total Capital Expenditure - Standard Classification	3	229 925	452 759	437 183	27 040	154 788	260 730	(105 942)	-41%	453 759
Funded by:										
National Government		47 439	92 785	94 685	6 066	16 965	35 812	(18 846)	-53%	94 685
Provincial Government		9 780	19 471	28 530	1 775	6 660	18 077	(11 417)	-63%	28 530
District Municipality		–	–	–	–	–	–	–		–
Other transfers and grants		–	–	–	–	–	–	–		–
Transfers recognised - capital		57 220	112 256	123 215	7 841	23 625	53 889	(30 263)	-56%	123 215
Public contributions & donations	5	82	12 000	11 200	2 762	10 868	11 255	(387)	-3%	11 200
Borrowing	6	57 433	88 000	92 567	13 058	85 299	89 243	(3 944)	-4%	92 567
Internally generated funds		115 191	240 504	210 201	3 379	34 996	106 344	(71 348)	-67%	210 201
Total Capital Funding		229 925	452 759	437 183	27 040	154 788	260 730	(105 942)	-41%	437 183

Table C5: Monthly Budget Statement – Capital Expenditure consists of three sections: Appropriations by vote; Standard classification and funding portion.

Table C6: Monthly Budget Statement – Financial Position

WC024 Stellenbosch - Table C6 Monthly Budget Statement - Financial Position - Q3 Third Quarter

Description	Ref	2014/15	Budget Year 2015/16			
		Audited Outcome	Original Budget	Adjusted Budget	YearTD actual	Full Year Forecast
R thousands	1					
ASSETS						
Current assets						
Cash		16 782	45 534	45 534	145 973	45 534
Call investment deposits		592 648	359 698	432 755	636 488	432 755
Consumer debtors		135 801	118 188	90 949	156 736	90 949
Other debtors		65 692	114 015	69 226	45 646	69 226
Current portion of long-term receivables		38	190	25	–	25
Inventory		15 928	6 838	6 838	17 072	6 838
Total current assets		826 889	644 464	645 327	1 001 915	645 327
Non current assets						
Long-term receivables		407	1 802	1 802	250	1 802
Investments		–	–	–	–	–
Investment property		555 934	555 043	555 043	547 643	555 043
Investments in Associate		–	–	–	–	–
Property, plant and equipment		4 221 016	4 365 729	4 332 760	4 499 089	4 332 760
Agricultural		–	–	–	–	–
Biological assets		10 350	11 545	11 545	10 350	11 545
Intangible assets		5 330	12 028	12 028	5 792	12 028
Other non-current assets		724	–	–	724	–
Total non current assets		4 793 761	4 946 147	4 913 179	5 063 848	4 913 179
TOTAL ASSETS		5 620 650	5 590 611	5 558 506	6 065 763	5 558 506
LIABILITIES						
Current liabilities						
Bank overdraft		–	–	–	–	–
Borrowing		–	13 458	11 958	–	11 958
Consumer deposits		12 488	11 590	11 590	13 156	11 590
Trade and other payables		230 802	115 789	219 442	171 033	219 442
Provisions		81 737	24 590	61 371	25 757	61 371
Total current liabilities		325 027	165 426	304 360	209 946	304 360
Non current liabilities						
Borrowing		150 334	256 189	200 299	211 295	200 299
Provisions		229 197	203 814	236 865	272 633	236 865
Total non current liabilities		379 531	460 003	437 165	483 928	437 165
TOTAL LIABILITIES		704 558	625 429	741 525	693 874	741 525
NET ASSETS	2	4 916 092	4 965 182	4 816 981	5 371 888	4 816 981
COMMUNITY WEALTH/EQUITY						
Accumulated Surplus/(Deficit)		3 884 380	3 170 743	3 201 278	4 395 266	3 201 278
Reserves		1 031 712	1 794 439	1 615 703	976 622	1 615 703
TOTAL COMMUNITY WEALTH/EQUITY	2	4 916 092	4 965 182	4 816 981	5 371 888	4 816 981

Table C7: Monthly Budget Statement – Cash Flow

WC024 Stellenbosch - Table C7 Monthly Budget Statement - Cash Flow - Q3 Third Quarter

Description	Ref	2014/15	Budget Year 2015/16							
		Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
R thousands	1									
CASH FLOW FROM OPERATING ACTIVITIES										
Receipts										
Property rates, penalties & collection charges		229 154	264 852	264 852	18 255	229 154	–	229 154	#DIV/0!	–
Service charges		474 318	652 458	652 458	53 637	474 318	–	474 318	#DIV/0!	–
Other revenue		1 710 955	69 245	69 245	62 521	1 710 955	–	#######	#DIV/0!	–
Government - operating		37 518	122 945	122 945	–	37 518	–	37 518	#DIV/0!	–
Government - capital		48 476	112 256	112 256	43 165	48 476	–	48 476	#DIV/0!	–
Interest		29 193	31 944	31 944	204	29 193	–	29 193	#DIV/0!	–
Dividends		–	–	–	–	–	–	–		–
Payments										
Suppliers and employees		(2 203 431)	(1 003 031)	(1 003 031)	(84 417)	(2 203 431)	–	#######	#DIV/0!	–
Finance charges		(10 301)	(23 714)	(23 714)	–	(10 301)	–	10 301	#DIV/0!	–
Transfers and Grants		(11 310)	(8 175)	(8 175)	(1 125)	(11 310)	–	11 310	#DIV/0!	–
NET CASH FROM/(USED) OPERATING ACTIVITIES		304 571	218 780	218 780	92 241	304 571	–	(304 571)	#DIV/0!	–
CASH FLOWS FROM INVESTING ACTIVITIES										
Receipts										
Proceeds on disposal of PPE		–	–	–	–	–	–	–		–
Decrease (Increase) in non-current debtors		–	–	–	–	–	–	–		–
Decrease (increase) other non-current receivables		–	–	–	–	–	–	–		–
Decrease (increase) in non-current investments		–	–	–	–	–	–	–		–
Payments										
Capital assets		(128 653)	(452 759)	(452 759)	(21 691)	(128 653)	–	128 653	#DIV/0!	–
NET CASH FROM/(USED) INVESTING ACTIVITIES		(128 653)	(452 759)	(452 759)	(21 691)	(128 653)	–	128 653	#DIV/0!	–
CASH FLOWS FROM FINANCING ACTIVITIES										
Receipts										
Short term loans		–	–	–	–	–	–	–		–
Borrowing long term/refinancing		–	88 000	88 000	–	–	–	–		–
Increase (decrease) in consumer deposits		718	–	–	35	718	–	718	#DIV/0!	–
Payments										
Repayment of borrowing		(3 604)	(6 975)	(6 975)	–	(3 604)	–	3 604	#DIV/0!	–
NET CASH FROM/(USED) FINANCING ACTIVITIES		(2 886)	81 025	81 025	35	(2 886)	–	2 886	#DIV/0!	–
NET INCREASE/ (DECREASE) IN CASH HELD		173 031	(152 954)	(152 954)	70 585	173 031	–			–
Cash/cash equivalents at beginning:		504 928	558 186	558 186		609 430	558 186			609 430
Cash/cash equivalents at month/year end:		677 959	405 232	405 232		782 461	558 186			609 430

Supporting Documentation

Debtors Age Analysis

Supporting Table SC3: Monthly Budget Statement - Aged Debtors

WC024 Stellenbosch - Supporting Table SC3 Monthly Budget Statement - aged debtors - Q3 Third Quarter

Description	NT Code	Budget Year 2015/16											
R thousands		0-30 Days	31-60 Days	61-90 Days	91-120 Days	121-150 Dys	151-180 Dys	181 Dys-1 Yr	Over 1Yr	Total	Total over 90 days	Actual Bad Debts Written Off against Debtors	Impairment - Bad Debts i.t.o Council Policy
Debtors Age Analysis By Income Source													
Trade and Other Receivables from Exchange Transactions - Water	1200	16 192	1 061	968	34 479	–	–	–	–	52 700	34 479		
Trade and Other Receivables from Exchange Transactions - Electricity	1300	26 562	210	162	4 607	–	–	–	–	31 541	4 607		
Receivables from Non-exchange Transactions - Property Rates	1400	11 065	732	586	22 967	–	–	–	–	35 351	22 967		
Receivables from Exchange Transactions - Waste Water Management	1500	2 320	338	325	13 704	–	–	–	–	16 687	13 704		
Receivables from Exchange Transactions - Waste Management	1600	5 648	386	374	12 845	–	–	–	–	19 254	12 845		
Receivables from Exchange Transactions - Property Rental Debtors	1700	1 129	370	383	12 163	–	–	–	–	14 045	12 163		
Interest on Arrear Debtor Accounts	1810	–	–	–	–	–	–	–	–	–	–		
Recoverable unauthorised, irregular, fruitless and wasteful expenditure	1820	–	–	–	–	–	–	–	–	–	–		
Other	1900	1 981	48	61	4 834	–	–	–	–	6 923	4 834		
Total By Income Source	2000	64 898	3 145	2 859	105 598	–	–	–	–	176 499	105 598	–	–
2014/15 - totals only										–	–		
Debtors Age Analysis By Customer Group													
Organs of State	2200	3 118	92	75	736	–	–	–	–	4 021	736		
Commercial	2300	12 241	124	86	5 468	–	–	–	–	17 919	5 468		
Households	2400	35 409	2 704	2 478	87 657	–	–	–	–	128 248	87 657		
Other	2500	14 129	224	220	11 738	–	–	–	–	26 312	11 738		
Total By Customer Group	2600	64 898	3 145	2 859	105 598	–	–	–	–	176 499	105 598	–	–

Creditors Age Analysis

Supporting Table SC4: Monthly Budget Statement – Aged Creditors

WC024 Stellenbosch - Supporting Table SC4 Monthly Budget Statement - aged creditors - Q3 Third Quarter

Description	NT Code	Budget Year 2015/16									Prior year totals for chart (same period)
R thousands		0 - 30 Days	31 - 60 Days	61 - 90 Days	91 - 120 Days	121 - 150 Days	151 - 180 Days	181 Days - 1 Year	Over 1 Year	Total	
Creditors Age Analysis By Customer Type											
Bulk Electricity	0100	25 248	–	–	–	–	–	–	–	25 248	
Bulk Water	0200	–	–	–	–	–	–	–	–	–	
PAYE deductions	0300	4 592	–	–	–	–	–	–	–	4 592	
VAT (output less input)	0400	–	–	–	–	–	–	–	–	–	
Pensions / Retirement deductions	0500	–	–	–	–	–	–	–	–	–	
Loan repayments	0600	–	–	–	–	–	–	–	–	–	
Trade Creditors	0700	26 452	–	–	–	–	–	–	–	26 452	
Auditor General	0800	–	–	–	–	–	–	–	–	–	
Other	0900	–	–	–	–	–	–	–	–	–	
Total By Customer Type	1000	56 292	–	–	–	–	–	–	–	56 292	–

Investments and Borrowings

Supporting Table SC5: Monthly Budget Statement – Investment Portfolio

WC024 Stellenbosch - Supporting Table SC5 Monthly Budget Statement - investment portfolio - Q3 Third Quarter

Investments by maturity Name of institution & investment ID R thousands	Ref	Period of Investment Yrs/Months	Type of Investment	Expiry date of investment	Accrued interest for the month	Yield for the month 1 (%)	Market value at beginning of the month	Change in market value	Market value at end of the month
Municipality									
ABSA BANK									
A#6771		4 Months	Fixed deposit	07/04/2016	718		121 898		122 615
FIRST NATIONAL BANK									
F#9369		6 Months	Fixed deposit	09/06/2016	1 156		183 018		184 173
NEDBANK									
N#001		6 Months	Fixed deposit	10/06/2016	1 138		182 974		184 112
INVESTEC BANK									
I#500		Call Account			173		30 159		30 332
STANDARD BANK									
S#001		4 Months	Fixed deposit	11/04/2016	716		121 979		122 695
S#002		2 Months	Fixed deposit	22/03/2016	119		30 227	(30 346)	(0)
New Repblic Bank							171		171
Municipality sub-total					4 020	–	670 425	(30 346)	644 099
TOTAL INVESTMENTS AND INTEREST	2				4 020		670 425	(30 346)	644 099

Supporting Table SC6: Monthly Budget Statement – Transfers and grant receipts

WC024 Stellenbosch - Supporting Table SC6 Monthly Budget Statement - transfers and grant receipts - Q3 Third Quarter

Description	Ref	2014/15	Budget Year 2015/16							
R thousands		Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
RECEIPTS:	1,2									
Operating Transfers and Grants										
National Government:		–	88 417	88 417	21 241	88 417	5 899	82 518	1398.8%	88 417
Local Government Equitable Share			84 962	84 962	21 241	84 962	5 730	79 232	1382.9%	84 962
Municipal Systems Improvement			930	930	–	930	66	864		930
EPWP Incentive			1 075	1 075	–	1 075	–	1 075		1 075
Finance Management			1 450	1 450	–	1 450	103	1 347		1 450
Provincial Government:		–	33 420	34 170	3 023	27 410	2 133	25 227	1183.0%	33 420
Library Services: Conditional Grant			8 607	8 607	–	8 607	365	8 242	2259.2%	8 607
Community Development Workers Operational Support Grant			54	54	–	54	4			54
Human Settlements Development Grant			24 759	24 759	3 023	18 499	1 764	16 735	948.8%	24 759
LGFinancial Management Support Grant	4		–	250	–	250	–	250	#DIV/0!	–
Spatial Development framework			–	500	–					
District Municipality:		–	–	–	–	–	–	–		–
[insert description]								–		
Other grant providers:		–	–	–	–	–	–	–		–
[insert description]								–		
Total Operating Transfers and Grants	5	–	121 837	122 587	24 264	115 827	8 032	107 745	1341.5%	121 837
Capital Transfers and Grants										
National Government:		–	92 785	92 785	53 176	92 785	–	34 657	#DIV/0!	92 785
Municipal Infrastructure Grant (MIG)			34 657	34 657	9 023	34 657	–	34 657	#DIV/0!	34 657
Regional Bulk Infrastructure			48 128	48 128	43 153	48 128	–			48 128
Integrated National Electrification Programme (Municipal) Grant			4 000	4 000	–	4 000	–			4 000
Energy Efficiency and Demand Side Management Grant			6 000	6 000	1 000	6 000	–			6 000
Financial Management Grant			–	–	–		–			–
Provincial Government:		–	19 779	19 779	12 272	20 112	–	20 112	#DIV/0!	19 779
Human Settlements Development Grant			15 791	15 791	12 272	16 432	–	16 432	#DIV/0!	15 791
Acceleration of Housing Delivery			–	–	–	–	–			–
Maintenance and Construction of Transport Infrastructure			308	308	–	–	–			308
Library Services: Conditional Grant			3 080	3 080	–	3 080	–			3 080
Integrated Transport Planning			600	600	–	600	–			600
District Municipality:		–	–	–	–	–	–	–		–
[insert description]								– –		
Other grant providers:		–	–	–	–	–	–	–		–
[insert description]								–		
Total Capital Transfers and Grants	5	–	112 564	112 564	65 448	112 897	–	54 769	#DIV/0!	112 564
TOTAL RECEIPTS OF TRANSFERS & GRANTS	5	–	234 401	235 151	89 711	228 725	8 032	162 515	2023.4%	234 401

Supporting Table SC7 (1) Monthly Budget Statement – transfers and grant expenditure

WC024 Stellenbosch - Supporting Table SC6 Monthly Budget Statement - transfers and grant receipts - Q3 Third Quarter										
		2014/15	Budget Year 2015/16							
Description	Ref	Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
R thousands										
RECEIPTS:	1,2									
Operating Transfers and Grants										
National Government:		–	88 417	88 417	21 241	88 417	5 899	82 518	1398.8%	88 417
Local Government Equitable Share			84 962	84 962	21 241	84 962	5 730	79 232	1382.9%	84 962
Municipal Systems Improvement			930	930	–	930	66	864		930
EPWP Incentive			1 075	1 075	–	1 075	–	1 075		1 075
Finance Management			1 450	1 450	–	1 450	103	1 347		1 450
Provincial Government:		–	33 420	34 170	3 023	27 410	2 133	25 227	1183.0%	33 420
Library Services: Conditional Grant			8 607	8 607	–	8 607	365	8 242	2259.2%	8 607
Community Development Workers Operational Support Grant			54	54	–	54	4			54
Human Settlements Development Grant			24 759	24 759	3 023	18 499	1 764	16 735	948.8%	24 759
LGFinancial Management Support Grant	4		–	250	–	250	–	250	#DIV/0!	–
Spatial Development framework			–	500	–					
District Municipality:		–	–	–	–	–	–	–		–
[insert description]								–		
Other grant providers:		–	–	–	–	–	–	–		–
[insert description]								–		
Total Operating Transfers and Grants	5	–	121 837	122 587	24 264	115 827	8 032	107 745	1341.5%	121 837
Capital Transfers and Grants										
National Government:		–	92 785	92 785	53 176	92 785	–	34 657	#DIV/0!	92 785
Municipal Infrastructure Grant (MIG)			34 657	34 657	9 023	34 657	–	34 657	#DIV/0!	34 657
Regional Bulk Infrastructure			48 128	48 128	43 153	48 128	–			48 128
Integrated National Electrification Programme (Municipal) Grant			4 000	4 000	–	4 000	–			4 000
Energy Efficiency and Demand Side Management Grant			6 000	6 000	1 000	6 000	–			6 000
Financial Management Grant			–	–	–		–			–
Provincial Government:		–	19 779	19 779	12 272	20 112	–	20 112	#DIV/0!	19 779
Human Settlements Development Grant			15 791	15 791	12 272	16 432	–	16 432	#DIV/0!	15 791
Acceleration of Housing Delivery			–	–	–	–	–			–
Maintenance and Construction of Transport Infrastructure			308	308	–	–	–			308
Library Services: Conditional Grant			3 080	3 080	–	3 080	–			3 080
Integrated Transport Planning			600	600	–	600	–			600
District Municipality:		–	–	–	–	–	–	–		–
[insert description]								–		
								–		
Other grant providers:		–	–	–	–	–	–	–		–
[insert description]								–		
Total Capital Transfers and Grants	5	–	112 564	112 564	65 448	112 897	–	54 769	#DIV/0!	112 564
TOTAL RECEIPTS OF TRANSFERS & GRANTS	5	–	234 401	235 151	89 711	228 725	8 032	162 515	2023.4%	234 401

Councillor Allowances and Employee Benefits

Supporting Table SC8 Monthly Budget Statement – Councillor and staff benefits

WC024 Stellenbosch - Supporting Table SC8 Monthly Budget Statement - councillor and staff benefits - Q3 Third Quarter

Summary of Employee and Councillor remuneration R thousands	Ref	2014/15 Audited Outcome	Budget Year 2015/16 Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
	1	A	B	C						D
Councillors (Political Office Bearers plus Other)										
Basic Salaries and Wages		2 243	10 668	10 668	880	7 964	7 938	25	0%	10 668
Pension and UIF Contributions		–	911	911	24	215	683	(468)	-68%	911
Medical Aid Contributions		31 702	122	122	21	180	91	88	97%	122
Motor Vehicle Allowance		15 993	3 601	3 601	313	2 680	2 676	4	0%	3 601
Cellphone Allowance		–	762	762	88	699	522	177	34%	762
Housing Allowances								–		–
Other benefits and allowances								–		–
Sub Total - Councillors		49 938	16 063	16 063	1 326	11 737	11 911	(173)	-1%	16 063
Other Municipal Staff										
Basic Salaries and Wages		11 901	245 657	240 676	17 393	170 232	193 063	(22 832)	-12%	240 676
Pension and UIF Contributions		178 614	38 075	38 033	3 104	27 804	29 372	(1 568)	-5%	38 033
Medical Aid Contributions		16 587	18 280	18 245	1 449	12 335	13 944	(1 609)	-12%	18 245
Overtime		1 962	12 674	12 674	1 510	12 462	8 519	3 943	46%	12 674
Performance Bonus		–	465	465	–	–	349	(349)	-100%	465
Motor Vehicle Allowance		(78)	10 310	10 310	873	7 884	7 902	(19)	0%	10 310
Cellphone Allowance		15 547	647	647	57	506	496	10	2%	647
Housing Allowances		–	1 870	1 864	166	1 416	1 447	(31)	-2%	1 864
Other benefits and allowances		37 593	22 862	28 597	3 102	24 348	19 139	5 209	27%	28 597
Payments in lieu of leave								–		–
Long service awards								–		–
Post-retirement benefit obligations	2							–		–
Sub Total - Other Municipal Staff		262 126	350 842	351 512	27 655	256 985	274 231	(17 246)	-6%	351 512
Total Parent Municipality		312 064	366 905	367 575	28 981	268 722	286 141	(17 419)	-6%	367 575
TOTAL SALARY, ALLOWANCES & BENEFITS		312 064	366 905	367 575	28 981	268 722	286 141	(17 419)	-6%	367 575
% increase	4		17.6%	17.8%						17.8%
TOTAL MANAGERS AND STAFF		262 126	350 842	351 512	27 655	256 985	274 231	(17 246)	-6%	351 512

Appendix A

APPENDIX 2

Capital Expenditure_ 31 MARCH 2016

Directorate	Budget	Year to Date				Mar-16		March 2016 Variance		YEAR TO DATE ACTUAL SPENT
		Planned	Actual Expenditure	Commitments	Actuals + Commitments	Planned	Actuals	(Actual -plan)	Var %	
Municipal Manager	40 000	30 916	11 417	10 502	21 919	3 027	-	-3 027	-100.00%	28.54%
Planning & Development	2 489 272	2 292 523	146 405	188 779	335 185	1 758 000	68 406	-1 689 594	-96.11%	5.88%
Human Settlements	58 159 193	30 767 409	11 744 913	16 953 689	28 698 602	8 123 743	2 372 263	-5 751 480	-70.80%	20.19%
Community and Protection Services	22 622 479	14 401 204	5 177 148	4 083 453	9 260 600	4 184 350	751 360	-3 432 990	-82.04%	22.88%
Engineering Services	343 611 075	205 316 590	133 851 111	162 660 670	296 511 781	32 289 638	23 408 603	-8 881 035	-27.50%	38.95%
Strategic & Corporate Services	8 781 126	6 941 146	2 910 238	1 736 126	4 646 364	1 145 949	393 488	-752 461	-65.66%	33.14%
Financial Services	1 480 000	980 500	946 974	164 571	1 111 545	156 500	46 270	-110 230	-70.43%	63.98%
TOTALS	**437 183 145**	**260 730 288**	**154 788 206**	**185 797 790**	**340 585 997**	**47 661 207**	**27 040 391**	**-20 620 816**	**-43.27%**	**35.41%**

2015/2016 CAPITAL EXPENDITURE REPORT
31 MARCH 2016

Projects	Adjusted Budget 2015/2016	Projected Budget 2015/2016	Actual Expenditure 2015/2016	Shadows 2015/2016	Actual + Shadow 2015/2016	Variance on Projected 2015/2016	% Variance 2015/2016	Vote Number
Municipal Manager	**40 000**	**30 916**	**11 417**	**10 502**	**21 919**	**-19 499**	**63.07%**	
Office of the Municipal Manager	**40 000**	**30 916**	11 417	10 502	21 919	-19 499	63.07%	
Furniture, Tools and Equipment	40 000	30 916	11 417	10 502	21 919	-19 499	-63.07%	5/1100/0191
Engineering Services	**343 611 075**	**205 316 590**	**133 851 111**	**162 660 670**	**296 511 781**	**-71 465 479**	**34.81%**	
Engineering Services General	**1 650 000**	**712 500**	**67 661**	**3 282**	**70 943**	**-644 839**	**90.50%**	
Upgrade Depot Facilities	850 000	312 500	-	-	-	-312 500	-100.00%	5/6600/0551
Update of IMQS GIS Data	500 000	250 000	-	-	-	-250 000	-100.00%	5/6600/0561
Scanning and or Conversion of plans	200 000	100 000	-	-	-	-100 000	-100.00%	5/6600/0541
Furniture, Tools and Equipment	100 000	50 000	67 661	3 282	70 943	17 661	35.32%	5/6600/0531
Water	**62 936 422**	**37 656 526**	**25 312 915**	**28 992 967**	**54 305 882**	**-12 343 611**	**32.78%**	
Bulk water supply Improvements	1 000 000	400 000	-	1 000 000	1 000 000	-400 000	-100.00%	5/6650/1861
Bulk water supply pipeline & reservoir - Jamestown	4 881 000	2 381 000	181 926	626 374	808 300	-2 199 074	-92.36%	5/6650/1821
Bulk water supply Pipe Line & Pumpstations: Franschhoek	2 110 775	1 055 388	416 444	499 138	915 582	-638 944	-60.54%	5/6650/1851
Bulk water supply pipe: Cloetesville/ Idas Valley	2 118 515	1 059 257	1 547 450	-	1 547 450	488 193	46.09%	5/6650/1871
New 5 Ml Reservoir: Kayamandi	1 016 862	1 016 862	686 706	16 046	702 752	-330 156	-32.47%	5/6650/1801
Bulk water supply pipe & 2x 2 Ml Reservoir: Johannesdal & Kylemore	1 000 000	400 000	-	1 000 000	1 000 000	-400 000	-100.00%	5/6650/1891
Water Treatment Works: Idasvalley & surrounding areas	1 000 000	600 000	175 139	350 282	525 421	-424 861	-70.81%	5/6650/2341
New 5 Ml Reservoir: Cloetesville & surrounding areas	500 000	100 000	-	-	-	-100 000	-100.00%	5/6650/1931
New 1 Ml Reservoir: Raithby Planning & Design	400 000	100 000	-	-	-	-100 000	-100.00%	5/6650/1941
Storage Dam and Reservoir Upgrade	3 000 000	2 200 000	1 513 216	1 489 413	3 002 629	-686 784	-31.22%	5/6650/2271
Chlorination Installation:	895 000	400 000	-	-	-	-400 000	-100.00%	5/6650/1971
Water conservation & Demand Management	500 000	500 000	-	-	-	-500 000	-100.00%	5/6650/1981
Reservoirs and Dam safety	2 499 844	1 800 000	1 889 585	544 297	2 433 883	89 585	4.98%	5/6650/1991
Waterpipe replacement	13 158 158	7 100 000	9 077 175	3 174 940	12 252 115	1 977 175	27.85%	5/6650/1051
Water Telemetry Upgrade	200 000	50 000	-	180 554	180 554	-50 000	-100.00%	5/6650/0311
Upgrade and replace water meters	1 500 000	1 000 000	-	-	-	-1 000 000	-100.00%	5/6650/2031
Bulk Sewer Outfall: Jamestown	756 268	-	78 662	321 338	400 000	78 662	100.00%	5/6650/2301
New Stellenbosch Main Sewer outfall	24 200 000	17 104 019	9 740 500	19 284 643	29 025 143	-7 363 519	-43.05%	5/6650/2101
Sewer Pumpstation & Telemetry Upgrade	100 000	50 000	-	-	-	-50 000	-100.00%	5/6650/2131
Bulk Sewerpipe Replacement	500 000	200 000	-	-	-	-200 000	-100.00%	5/6650/2141
Vehicles	1 000 000	-	-	-	-	-	0.00%	5/6650/2321
Furniture, Tools and Equipment : Reticulation	100 000	40 000	6 112	5 942	12 054	-33 888	-84.72%	5/6650/2181
Update Water Masterplan and IMQS	250 000	100 000	-	250 000	250 000	-100 000	-100.00%	5/6650/2331
Update Sewer Masterplan and IMQS	250 000	-	-	250 000	250 000	-	0.00%	5/6650/2211

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Sanitation	**175 777 153**	**93 068 000**	**85 819 726**	**93 558 473**	**179 378 199**	**-7 248 274**	**7.79%**	
Upgrade of fencing Pniel WWTW	1 000 000	200 000	-	-	-	-200 000	-100.00%	5/6606/1191
Upgrade of WWTW Wemmershoek	2 102 136	100 000	-	1 258 269	1 258 269	-100 000	-100.00%	5/6606/1081
Upgrade of WWTW: Klapmuts	12 325 017	5 600 000	1 896 659	10 487 635	12 384 294	-3 703 341	-66.13%	5/6606/1051
Extention of WWTW Stellenbosch	160 000 000	87 128 000	83 855 474	81 790 825	165 646 299	-3 272 526	-3.76%	5/6606/1121
Furniture, Tools and Equipment : Sanitation	150 000	40 000	67 593	21 745	89 338	27 593	68.98%	5/6606/1001
Upgrade Auto-samplers	200 000	-	-	-	-	-	0.00%	5/6606/1021
Roads and Stormwater	**21 808 556**	**20 760 000**	**4 404 936**	**6 069 970**	**10 474 906**	**-16 355 064**	**78.78%**	
Upgrade Gravel Roads - Mooiwater: Section 2	5 950 000	5 125 000	1 316 487	4 633 386	5 949 873	-3 808 513	-74.31%	5/6620/2841
Reconstruction of roads - WC024	2 355 000	2 050 000	-	689 280	689 280	-2 050 000	-100.00%	5/6620/1871
Update Pavement Management System	350 000	350 000	345 290	4 710	350 000	-4 710	-1.35%	5/6620/2851
Reseal Roads - Stellenbosch CBD	500 000	500 000	-125 029	-	-125 029	-625 029	-125.01%	5/6620/2681
Reseal Roads - Franschhoek CBD	1 750 000	1 500 000	-	-	-	-1 500 000	-100.00%	5/6620/2801
Reseal Roads - Klapmuts, Raithby, Meerlust, wemmershoek, LaMotte, Maasdorp	1 000 000	1 000 000	-	-	-	-1 000 000	-100.00%	5/6620/2901
Reseal Roads - Mostertsdrif & Surrounding	1 500 000	1 500 000	-	-	-	-1 500 000	-100.00%	5/6620/2911
Reseal Roads - Jamestown & Technopark	1 500 000	1 500 000	-	-	-	-1 500 000	-100.00%	5/6620/2921
Reseal Roads - Johannesdal, Pniel, Lanquedoc	1 500 000	1 500 000	-	-	-	-1 500 000	-100.00%	5/6620/2931
Reseal Roads - Lacoline, Tennantville, Plankenburg	1 000 000	1 000 000	-	-	-	-1 000 000	-100.00%	5/6620/2941
Upgrade Stormwater	2 681 138	2 810 000	2 000 000	8 000	2 008 000	-810 000	-28.83%	5/6620/2691
Stellenbosch Rivers - Rehabilitation - Planning & Design	200 000	200 000	199 924	-	199 924	-76	-0.04%	5/6625/0351
River Rehabilitation	1 000 000	1 000 000	594 786	417 830	1 012 616	-405 214	-40.52%	5/6625/0301
Vehicles Replacement	272 418	600 000	-	316 765	316 765	-600 000	-100.00%	5/6620/3211
Furniture, Tools and Equipment : TR&Stw	100 000	50 000	73 477	-	73 477	23 477	46.95%	5/6620/2971
Bicycle Lockup Facilities	150 000	75 000	-	-	-	-75 000	-100.00%	5/6620/3221
Electrical Engineering Services General	**50 582 352**	**29 773 166**	**10 753 185**	**24 532 077**	**35 285 263**	**-19 019 981**	**63.88%**	
Specialized Vehicles	3 100 000	3 100 000	-	2 721 990	2 721 990	-3 100 000	-100.00%	5/4400/4121
Construction and maintenance of Municipal facilities - Franschhoek	250 000	50 000	-	45 150	45 150	-50 000	-100.00%	5/4400/3871
Buildings & Facilities electrical supply	800 000	400 000	-	339 058	339 058	-400 000	-100.00%	5/4400/3181
Small Capital: FTE Electrical Engineering Services	490 000	195 000	148 675	20 296	168 971	-46 325	-23.76%	5/4400/3191
Cable Testing equipment	300 000	300 000	-	-	-	-300 000	-100.00%	5/4400/4081
Ad-hoc provision of streetlighting	100 000	50 000	16 156	-	16 156	-33 844	-67.69%	5/4400/3241
Beltana Floor	271 300	271 300	-	-	-	-271 300	-100.00%	5/4400/3881
Streetlighting: Lanquedoc entrance	750 000	750 000	287 065	26 314	313 379	-462 935	-61.72%	5/4400/3891
Streetlighting: Wemmershoek	750 000	750 000	472 480	86 067	558 547	-277 520	-37.00%	5/4400/3911

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Streetlighting: La Motte	750 000	750 000	368 185	87 938	456 123	-381 815	-50.91%	5/4400/3921
Infrastructure Improvement	1 500 000	500 000	1 278 960	-	1 278 960	778 960	155.79%	5/4400/3941
General Systems Improvements - Stellenbosch	4 250 000	1 475 000	2 267 822	830 019	3 097 841	792 822	53.75%	5/4400/3261
Brandwacht Switchgear	900 000	900 000	509 175	-	509 175	-390 825	-43.43%	5/4400/3301
Devon Valley - Switchgear (11kV)	1 300 000	1 300 000	712 805	-	712 805	-587 195	-45.17%	5/4400/3321
Krige - Switchgear	1 300 000	1 300 000	712 805	65 940	778 745	-587 195	-45.17%	5/4400/3341
SDR Kliniek - Switchgear (11kV)	1 000 000	1 000 000	611 090	-	611 090	-388 910	-38.89%	5/4400/3351
Isolators	600 000	600 000	-	541 176	541 176	-600 000	-100.00%	5/4400/3391
Koch - Switchgear (11kV)	450 000	450 000	407 360	-	407 360	-42 640	-9.48%	5/4400/3421
Kerk - Switchgear (11kV)	550 000	230 000	147 190	-	147 190	-82 810	-36.00%	5/4400/3451
Tennant - Switchgear (11kV)	9 800 000	6 800 000	-	8 515 077	8 515 077	-6 800 000	-100.00%	5/4400/3511
System Control Centre & Upgrade Telemetry	1 300 000	-	1 229 892	940 738	2 170 630	1 229 892	100.00%	5/4400/3521
Energy Efficiency and Demand side Management	6 000 000	1 000 000	8 569	-	8 569	-991 431	-99.14%	5/4400/4111
Network cable replace 11 Kv	100 000	100 000	1 730	16 886	18 616	-98 270	-98.27%	5/4400/3541
Integrated National Electrification Programme	4 481 052	2 251 866	558 805	3 741 805	4 300 610	-1 693 061	-75.18%	5/4400/3851
Main 66kV Upgrade (Transformers)	4 500 000	3 750 000	-	4 309 616	4 309 616	-3 750 000	-100.00%	5/4400/3961
Franschhoek - Cable Network	400 000	400 000	336 660	51 294	387 954	-63 340	-15.83%	5/4400/3981
General System Improvements - Franschhoek	1 000 000	400 000	427 913	311 439	739 351	27 913	6.98%	5/4400/3991
Replace Switchgear - Franschhoek	1 000 000	500 000	26 128	778 884	805 012	-473 872	-94.77%	5/4400/4001
Energy balancing between metering and mini-subs	200 000	-	10 295	157 214	167 509	10 295	100.00%	5/4400/3601
Meter Panels	278 000	-	-	247 596	247 596	-	0.00%	5/4400/3611
Smart grid	50 000	-	-	-	-	-	0.00%	5/4400/3741
Automatic Meter Reader	212 000	100 000	-	196 534	196 534	-100 000	-100.00%	5/4400/3631
Replace Ineffective Meters & Energy balance of Minisubs	350 000	100 000	125 925	183 298	309 223	25 925	25.93%	5/4400/4011
Vehicle Fleet	1 500 000	-	87 500	317 750	405 250	87 500	100.00%	5/4400/4131
Solid Waste Management	**12 571 000**	**10 126 032**	**4 800 284**	**2 837 050**	**7 637 334**	**-5 325 748**	**52.59%**	
Furniture, Tools and Equipment : Solid Waste	45 000	42 294	15 826	14 161	29 987	-26 468	-62.58%	5/6530/0581
Major Drop-offs : Construction - Franschhoek	4 200 000	2 807 738	562 056	859 732	1 421 788	-2 245 682	-79.98%	5/6530/0601
Resource Centre Stb Landfill Site	500 000	-	-	-	-	-	0.00%	5/6600/0581
Upgrade Refuse disposal site (Existing Cell) - Rehab	5 830 000	5 830 000	4 011 889	1 713 488	5 725 377	-1 818 111	-31.19%	5/6530/0651
Stellenbosch WC024 (MRF)-Design	400 000	400 000	63 788	248 063	311 850	-336 213	-84.05%	5/6530/0661
Waste Minimization Projects	500 000	500 000	43 232	1 607	44 839	-456 768	-91.35%	5/6530/0521
Formalize skip areas in Franschhoek and Kayamandi	90 000	90 000	82 564	-	82 564	-7 436	-8.26%	5/6600/0591
Lockers for staff (+/- 70 lockers)	21 000	21 000	20 929	-	20 929	-72	-0.34%	5/6600/0601

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Weigh pad for Klapmuts Transfer Station	85 000	85 000	-	-	-	-85 000	-100.00%	5/6600/0621
Waste to Food	400 000	100 000	-	-	-	-100 000	-100.00%	5/6600/0631
Landfill Gas to Energy	500 000	250 000	-	-	-	-250 000	-100.00%	5/6600/0641
Traffic Engineering	**8 019 148**	**5 794 610**	**2 114 471**	**2 851 439**	**4 965 909**	**-3 680 139**	**63.51%**	
Traffic Calming Projects: Implementation - Stellenbosch	50 000	25 000	-	-	-	-25 000	-100.00%	5/6621/0821
Traffic calming projects: Implementation - Kayamandi	150 000	50 000	-	-	-	-50 000	-100.00%	5/6621/0831
Traffic calming projects: Implementation - Franschhoek	150 000	50 000	-	-	-	-50 000	-100.00%	5/6621/0841
Traffic calming projects: Implementation - Klapmuts	150 000	50 000	-	-	-	-50 000	-100.00%	5/6621/0851
Traffic calming projects: Implementation - Pniel / Kylemore	150 000	50 000	-	-	-	-50 000	-100.00%	5/6621/0861
Directional Information Signage	12 509	12 509	12 509	-	12 509	-	0.00%	5/6620/2601
Traffic Signal Control: Upgrading of Traffic Signals	387 491	353 119	250 000	137 491	387 491	-103 119	-29.20%	5/6620/2631
Road Transport Safety Master Plan - WC024	250 000	150 000	-	250 000	250 000	-150 000	-100.00%	5/6621/0871
Main road intersection improvements: R44 / Bird Street	550 000	550 000	109 187	440 441	549 628	-440 813	-80.15%	5/6621/0891
Main road intersection improvements:: R44 / Dorp Street	250 000	250 000	-	96 429	96 429	-250 000	-100.00%	5/6621/0911
Main road intersection improvements: Strand / Adam Tas / Alexander	650 000	500 000	106 874	457 744	564 617	-393 127	-78.63%	5/6621/0921
Main road intersection improvements: R44 / Merriman Street	250 000	125 000	-	250 000	250 000	-125 000	-100.00%	5/6621/0931
Main road intersection improvements: R44 / Helshoogte	200 000	100 000	-	182 226	182 226	-100 000	-100.00%	5/6621/0941
Main road intersection improvements: R44 / Molteno Street	100 000	100 000	-	34 031	34 031	-100 000	-100.00%	5/6621/0951
Furniture, Tools and Equipment : Traffic Engineering	75 000	50 000	31 848	8 899	40 747	-18 152	-36.30%	5/6621/0991
Traffic Management Improvement Programme	2 551 453	2 256 287	1 604 053	923 240	2 527 293	-652 234	-28.91%	5/6621/1031
Road Safety Improvements	250 000	125 000	-	-	-	-125 000	-100.00%	5/6620/3341
Ward 10: Infrastructure Improvement Programme	50 000	-	-	-	-	-	0.00%	5/6620/3161
Ward 1: Infrastructure Improvement Programme	80 000	60 000	-	-	-	-60 000	-100.00%	5/6621/1041
Ward 12: Infrastructure Improvement Programme	30 000	-	-	-	-	-	0.00%	5/6621/1261
Ward 13: Infrastructure Improvement Programme	115 000	35 000	-	26 250	26 250	-35 000	-100.00%	5/6621/1271
Ward 14: Infrastructure Improvement Programme	20 000	-	-	19 250	19 250	-	0.00%	5/6621/1121

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Ward 15: Infrastructure Improvement Programme	110 000	30 000	-	21 000	21 000	-30 000	-100.00%	5/6621/1131
Ward 18: Infrastructure Improvement Programme	120 000	40 000	-	-	-	-40 000	-100.00%	5/6621/1151
Ward 2: Infrastructure Improvement Programme	120 000	40 000	-	-	-	-40 000	-100.00%	5/6621/1051
Ward 20: Infrastructure Improvement Programme	50 000	-	-	-	-	-	0.00%	5/6621/1161
Ward 21: Infrastructure Improvement Programme	30 000	-	-	4 438	4 438	-	0.00%	5/6621/1171
Ward 22: Infrastructure Improvement Programme	200 000	200 000	-	-	-	-200 000	-100.00%	5/6621/1181
Ward 3: Infrastructure Improvement Programme	120 000	40 000	-	-	-	-40 000	-100.00%	5/6621/1061
Ward 4: Infrastructure Improvement Programme	200 000	100 000	-	-	-	-100 000	-100.00%	5/6621/1071
Ward 5: Infrastructure Improvement Programme	20 000	-	-	-	-	-	0.00%	5/6621/1081
Ward 6: Infrastructure Improvement Programme	59 259	59 259	-	-	-	-59 259	-100.00%	5/6621/1191
Ward 7: Infrastructure Improvement Programme	200 000	100 000	-	-	-	-100 000	-100.00%	5/6621/1091
Ward 8: Infrastructure Improvement Programme	218 436	218 436	-	-	-	-218 436	-100.00%	5/6621/1101
Ward 9: Infrastructure Improvement Programme	100 000	75 000	-	-	-	-75 000	-100.00%	5/6621/1111
Transport Planning	**10 266 444**	**7 425 756**	**577 935**	**3 815 411**	**4 393 346**	**-6 847 821**	**92.22%**	
Pedestrian and Cycle paths	1 150 000	640 000	-	329 825	329 825	-640 000	-100.00%	5/6621/0561
Comprehensive Integrated Transport Master Plan	600 000	600 000	446 628	79 688	526 316	-153 372	-25.56%	5/6620/3001
Update of NMT Plan and expanding coverage in WC 024	300 000	300 000	-	-	-	-300 000	-100.00%	5/6620/3051
Taxi Rank - Kayamandi	200 000	-	-	-	-	-	0.00%	5/6620/3071
Klapmuts Public Transport Interchange	350 000	350 000	31 667	275 351	307 018	-318 333	-90.95%	5/6620/3091
Bus and taxi shelters	150 000	75 000	-	145 263	145 263	-75 000	-100.00%	5/6620/3101
Traffic Calming Master Plan for all built-up areas	300 000	200 000	91 852	209 700	301 552	-108 148	-54.07%	5/6620/3361
Add bays to Bergzicht Taxi Rank and holding area	170 000	85 000	-	-	-	-85 000	-100.00%	5/6621/1211
Integrated Public Transport Network	1 200 000	800 000	-	1 052 632	1 052 632	-800 000	-100.00%	5/6620/3121
Stellenbosch Traffic Model	250 000	250 000	-	219 298	219 298	-250 000	-100.00%	5/6620/3141
Diggers	809 256	809 256	4 256	805 000	809 256	-805 000	-99.47%	5/6620/3251
6 Ton Truck	702 188	800 000	3 533	698 655	702 188	-796 467	-99.56%	5/6620/3261
Upgrade Gravel Roads- Jamestown	200 000	100 000	-	-	-	-100 000	-100.00%	5/6620/3281
Bus shelters	100 000	50 000	-	-	-	-50 000	-100.00%	5/6620/3301

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Construction-Vehicle Trailer	135 000	54 000	-	-	-	-54 000	-100.00%	5/6620/3321
Road Sweeper	3 650 000	2 312 500	-	-	-	-2 312 500	-100.00%	5/6620/3331
Community & Protection Services	**22 622 479**	**14 401 204**	**5 177 148**	**4 083 453**	**9 260 600**	**-9 224 056**	**64.05%**	
Community & Protection Services General	**500 000**	**500 000**	**-**	**-**	**-**	**-500 000**	**100.00%**	
Purchasing of Mobile Joint Operation Centre (JOC)	500 000	500 000	-	-	-	-500 000	-100.00%	5/5111/0311
Community Services	**696 187**	**643 687**	**-**	**494 000**	**494 000**	**-643 687**	**100.00%**	
Vehicle Fleet	696 187	643 687	-	494 000	494 000	-643 687	-100.00%	5/3340/0711
Sports Grounds and Picnic Sites	**4 732 922**	**3 419 109**	**2 862 466**	**1 079 145**	**3 941 611**	**-556 643**	**16.28%**	
Sport: Community Services Special Equipment	500 000	110 000	136 964	2 685	139 649	26 964	24.51%	5/3300/0611
Borehole: Rural Sportsgrounds	280 000	210 000	2 136	235 633	237 769	-207 864	-98.98%	5/3340/0631
Upgrading of sportsfields	1 814 109	1 814 109	985 012	267 305	1 252 316	-829 097	-45.70%	5/3340/0651
Upgrade Ablution/ cloakrooms facilities: Lanquedoc	200 000	160 000	-	-	-	-160 000	-100.00%	5/3349/0191
Upgrade of Sport facilities	850 000	500 000	1 437 232	38 402	1 475 635	937 232	187.45%	5/3340/0751
Upgrade of irrigation systems: Sports	120 000	120 000	120 000	-	120 000	-	0.00%	5/3340/0731
Re-surface of netball/tennis courts	330 000	170 000	-	315 838	315 838	-170 000	-100.00%	5/3340/0671
Upgrade of cricket practice nets - Sports grounds	200 000	10 000	64 761	162 588	227 349	54 761	547.61%	5/3340/0681
Sight screens / pitch covers sports grounds	123 813	10 000	115 484	8 295	123 779	105 484	1054.84%	5/3340/0691
Mobile Communication Equipment	55 000	55 000	877	48 400	49 277	-54 123	-98.41%	5/3340/0701
Upgrading Millenium hall	200 000	200 000	-	-	-	-200 000	-100.00%	5/5111/0351
Ward 21: Upgrading of Sportfields	30 000	30 000	-	-	-	-30 000	-100.00%	5/3348/0151
Ward 5: Upgrading of Sportsfields	30 000	30 000	-	-	-	-30 000	-100.00%	5/3330/0181

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Parks, Rivers & Area Cleaning	**3 217 804**	**1 672 804**	**568 790**	**444 977**	**1 013 767**	**-1 104 014**	**66.00%**	
Upgrade of existing parks (WCO24)	2 500 000	1 000 000	369 901	297 659	667 560	-630 099	-63.01%	5/3300/0431
Ward 1: Upgrading of parks	100 000	100 000	81 062	11 842	92 904	-18 938	-18.94%	5/3305/1871
Ward 1: Upgrading of Signage	20 000	20 000	-	14 992	14 992	-20 000	-100.00%	5/5111/0381
Ward 10: Upgrading of parks	40 000	40 000	26 316	1 884	28 200	-13 684	-34.21%	5/3305/1781
Ward 16: Upgrading of Parks	133 700	133 700	56 397	46 015	102 412	-77 303	-57.82%	5/3305/1821
Ward 17: Upgrading of Parks	125 000	100 000	25 614	1 526	27 140	-74 386	-74.39%	5/3305/1831
Ward 5: Upgrading of parks	70 000	70 000	9 500	2 048	11 548	-60 500	-86.43%	5/3305/1771
Ward 22: Upgrading of parks	69 104	69 104	-	-	-	-69 104	-100.00%	5/3305/1841
Ward 6: Upgrading of Parks	60 000	40 000	-	-	-	-40 000	-100.00%	5/3305/1861
Ward 9: Hard & Soft Landscaping	100 000	100 000	-	69 011	69 011	-100 000	-100.00%	5/3311/0501
Nature Conservation	**50 000**	**50 000**	**48 438**	**-**	**48 438**	**-1 562**	**3.12%**	
Plantations: Fencing and gates	50 000	50 000	48 438	-	48 438	-1 562	-3.12%	5/3320/0091
Urban Greening	**610 000**	**410 000**	**4 256**	**593 398**	**597 654**	**-405 744**	**98.96%**	
Beautify Main Routes	600 000	400 000	4 256	593 398	597 654	-395 744	-98.94%	5/3311/0441
Ward 17: Beautification	10 000	10 000	-	-	-	-10 000	-100.00%	5/3300/0661
Libraries	**208 000**	**166 000**	**158 838**	**8 240**	**167 078**	**-7 162**	**4.31%**	
Libraries - Furniture, Tools and Equipment	80 000	80 000	71 564	-	71 564	-8 436	-10.54%	5/3750/0271
Library books, CD's, DVD or E-books for 8 libraries	128 000	86 000	87 273	8 240	95 513	1 273	1.48%	5/3750/0241
Cemeteries	**1 150 000**	**650 000**	**240 682**	**221 783**	**462 465**	**-409 318**	**62.97%**	
Cemeteries: Beautification/Improvement of open spaces in graveyards	600 000	200 000	65 265	6 540	71 805	-134 735	-67.37%	5/3545/0281
Cemeteries: Installation of landscaping & irrigation.	50 000	50 000	-	-	-	-50 000	-100.00%	5/3545/0261
Cemeteries: Road Structure.	100 000	100 000	-	75 452	75 452	-100 000	-100.00%	5/3545/0211
Cemeteries: Fencing	100 000	100 000	-	87 719	87 719	-100 000	-100.00%	5/3545/0291
Extension of Cemetery infrastructure	300 000	200 000	175 417	52 072	227 489	-24 583	-12.29%	5/3545/0301
Halls	**1 030 000**	**240 000**	**2 358**	**79 506**	**81 864**	**-237 642**	**99.02%**	
Halls: General upgrade	1 000 000	210 000	2 358	79 506	81 864	-207 642	-98.88%	5/5740/0121
Ward 16: Upgrading of Eikestad Hall	30 000	30 000	-	-	-	-30 000	-100.00%	5/5740/0131
Events & Fleet	**30 000**	**30 000**	**21 478**	**6 911**	**28 389**	**-8 522**	**28.41%**	
Furniture, Tools and equipment	30 000	30 000	21 478	6 911	28 389	-8 522	-28.41%	5/5710/0961

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Projects	Adjusted Budget	Projected Budget	Actual Expenditure	Shadows	Actual + Shadow	Variance on Projected	% Variance	Vote Number
Traffic Services	**1 360 000**	**430 000**	**217 769**	**190 916**	**408 685**	**-212 231**	**49.36%**	
Replacement of patrol vehicles	400 000	-	-	-	-	-	0.00%	5/5140/0171
Upgrading Traffic parking area (Staff parking area)	520 000	80 000	108 821	-	108 821	28 821	36.03%	5/5140/0221
Upgrading: Traffic building	250 000	160 000	99 987	25 192	125 179	-60 013	-37.51%	5/5140/0241
Upgrade foyer Motor-vehicle Registration Section	80 000	80 000	8 961	69 166	78 127	-71 039	-88.80%	5/5140/0261
Mobile Radios	100 000	100 000	-	96 558	96 558	-100 000	-100.00%	5/5140/0271
Ward 8: Traffic sign/ Information Board	10 000	10 000	-	-	-	-10 000	-100.00%	5/5140/0231
Law Enforcement and Security	**8 737 566**	**5 889 604**	**778 351**	**950 543**	**1 728 895**	**-5 111 253**	**86.78%**	
Install computerized access security systems and CCTV cameras at Municipal buildings in the Greater Stellenbosch	300 000	300 000	70 661	194 034	264 695	-229 339	-76.45%	5/5710/0401
Install and upgrade CCTV in the WC024	500 000	500 000	-	176 665	176 665	-500 000	-100.00%	5/5111/0331
Install CCTV and ANPR cameras in the WC024	5 737 628	2 826 516	33 588	426 302	459 890	-2 792 928	-98.81%	5/5710/0671
ANPR-CCTV solutions phase 1	103 794	103 794	-	103 000	103 000	-103 794	-100.00%	5/5140/0081
Complaints system - Control room	77 400	350 000	49 125	28 265	77 390	-300 875	-85.96%	5/5710/0681
Furniture, Tools and equipment	80 000	75 000	74 460	2 024	76 484	-540	-0.72%	5/5710/0691
Law Enforcement tools and Equipment	50 000	50 000	2 971	1 475	4 447	-47 029	-94.06%	5/5710/0491
Mobile Communication Equipment	772 600	568 150	8 114	-	8 114	-560 036	-98.57%	5/5710/0571
Security Upgrades	400 000	400 000	246 784	-	246 784	-153 216	-38.30%	5/5710/0941
Pound upgrade/ infrastructure	150 000	150 000	43 000	-	43 000	-107 000	-71.33%	5/5710/0951
Ward 10: Law Enforcement Equipment	30 000	30 000	16 000	-	16 000	-14 000	-46.67%	5/5710/0791
Ward 11: CCTV Cameras	327 245	327 245	154 741	-	154 741	-172 504	-52.71%	5/5710/0801
Ward 17: Law Enforcement Equipment	10 000	10 000	8 179	-	8 179	-1 821	-18.21%	5/5710/0891
Ward 20: Law Enforcement Equipment	10 000	10 000	3 393	-	3 393	-6 607	-66.07%	5/5710/0901
Ward 21: Law Enforcement Equipment	30 000	30 000	9 640	18 778	28 418	-20 360	-67.87%	5/5710/0911
Ward 8: CCTV Cameras	32 033	32 033	-	-	-	-32 033	-100.00%	5/5710/0781
Ward 15: CCTV Cameras	56 866	56 866	-	-	-	-56 866	-100.00%	5/5710/0821
Ward 5: Law Enforcement Equipment	10 000	10 000	6 158	-	6 158	-3 842	-38.42%	5/5710/0871
Ward 6: Law Enforcement Equipment	60 000	60 000	51 536	-	51 536	-8 465	-14.11%	5/5710/0881
Fire and Rescue Services	**300 000**	**300 000**	**273 722**	**14 034**	**287 756**	**-26 278**	**8.76%**	
Fire Hoses	100 000	100 000	99 725	-	99 725	-275	-0.28%	5/5120/0701
Rescue tools and equipment	100 000	100 000	98 638	-	98 638	-1 362	-1.36%	5/5120/0681
Furniture, tools & equipment - Fire services	100 000	100 000	71 103	14 034	85 137	-28 897	-28.90%	5/5120/0641
Hydraulic Fire Platform (US fund balance)	-	-	4 256	-	4 256	4 256	100.00%	5/5120/0711

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Projects	Adjusted Budget	Projected Budget	Actual Expenditure	Shadows	Actual + Shadow	Variance on Projected	% Variance	Vote Number
Strategic and Corporate Services	**8 781 126**	**6 941 146**	**2 910 238**	**1 736 126**	**4 646 364**	**-4 030 908**	**58.07%**	
Strategic and Corporate Services General	**940 030**	**714 688**	**94 114**	**15 983**	**110 097**	**-620 574**	**86.83%**	
Furniture, Tools and Equipment	50 000	50 000	49 104	-	49 104	-896	-1.79%	5/7111/0221
Vehicle Fleet	610 000	435 000	-	-	-	-435 000	-100.00%	5/7111/0501
Franking Machine	185 030	134 688	45 010	-	45 010	-89 678	-66.58%	5/7111/0431
Ward 12: Furniture,tools & equipment	10 000	10 000	-	4 854	4 854	-10 000	-100.00%	5/7111/0451
Ward 13: Furniture,tools & equipment	5 000	5 000	-	-	-	-5 000	-100.00%	5/7111/0461
Ward 14: Furniture,tools & equipment	20 000	20 000	-	10 233	10 233	-20 000	-100.00%	5/7111/0441
Ward 15: Furniture, tools & equipment	10 000	10 000	-	896	896	-10 000	-100.00%	5/7111/0471
Ward 20: Notice boards	20 000	20 000	-	-	-	-20 000	-100.00%	5/7111/0481
Ward 21: Notice boards	30 000	30 000	-	-	-	-30 000	-100.00%	5/7111/0491
Communications	**1 931 096**	**1 831 096**	**1 225 827**	**9 991**	**1 235 818**	**-605 269**	**33.06%**	
Municipal Buildings and Facilities - Signage	200 000	100 000	-	-	-	-100 000	-100.00%	5/7770/0061
LED Screens for Entrances to WC024	1 260 000	1 260 000	1 122 561	-	1 122 561	-137 439	-10.91%	5/7770/0031
LED Screens at Municipality Buildings	471 096	471 096	103 266	9 991	113 257	-367 830	-78.08%	5/7770/0051
Human Resources	**50 000**	**37 503**	**42 683**	**-**	**42 683**	**5 180**	**-13.81%**	
Furniture, Tools and Equipment - Training	50 000	37 503	42 683	-	42 683	5 180	13.81%	5/7180/0331
Information and Communication Technology	**5 860 000**	**4 357 859**	**1 547 614**	**1 710 153**	**3 257 766**	**-2 810 245**	**64.49%**	
Biometrics System	400 000	275 000	-	231 708	231 708	-275 000	-100.00%	5/9910/0231
Upgrade and Expansion of IT Infrastructure Platforms	2 910 000	1 932 859	174 393	841 721	1 016 115	-1 758 466	-90.98%	5/9910/0171
Purchasing and Replacement Compter/software and Peripheral devices	950 000	950 000	645 627	304 049	949 676	-304 373	-32.04%	5/9910/0181
Public WI-FI Network	1 600 000	1 200 000	727 594	332 674	1 060 268	-472 406	-39.37%	5/9910/0191
Financial Services	**1 480 000**	**980 500**	**946 974**	**164 571**	**1 111 545**	**-33 526**	**3.42%**	
Financial Services General	**1 480 000**	**980 500**	**946 974**	**164 571**	**1 111 545**	**-33 526**	**3.42%**	
Furniture, Tools and Equipment	135 000	135 000	21 844	19 815	41 659	-113 156	-83.82%	5/9900/0201
Vehicle Fleet	150 000	100 000	-	-	-	-100 000	-100.00%	5/9900/0371
Upgrading of Offices	1 195 000	745 500	925 131	144 756	1 069 886	179 631	24.10%	5/9900/0411

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Projects	Adjusted Budget	Projected Budget	Actual Expenditure	Shadows	Actual + Shadow	Variance on Projected	% Variance	Vote Number
Human Settlements	**58 159 193**	**30 767 409**	**11 744 913**	**16 953 689**	**28 698 602**	**-19 022 496**	**61.83%**	
Property Management	**24 720 044**	**7 757 881**	**2 910 009**	**3 963 908**	**6 873 917**	**-4 847 872**	**62.49%**	
Vehicle Fleet	200 000	200 000	-	-	-	-200 000	-100.00%	5/6220/1231
New Community Centre: Klapmuts	10 364 690	3 364 690	390 823	477 672	868 495	-2 973 867	-88.38%	5/6220/0881
Fire Department- Sport Complex	1 942 000	100 000	100 000	37 500	137 500	-	0.00%	5/3781/0121
Structural Upgrade: Heritage Building	572 000	400 000	1 065	174 667	175 732	-398 935	-99.73%	5/6220/0221
Structural Improvement: General	1 638 000	1 350 000	812 281	582 466	1 394 748	-537 719	-39.83%	5/2235/0141
Replacement of airconditioners	135 000	135 000	122 420	8 072	130 492	-12 580	-9.32%	5/2235/0151
FTE: Property Management	210 000	130 000	193 750	15 623	209 373	63 750	49.04%	5/2235/0161
Replacement of lifts: Lapland	2 820 000	703 191	703 191	2 109 572	2 812 763	-0	0.00%	5/2235/0071
Upgrade of Rhode Street Flats	9 000	9 000	-	-	-	-9 000	-100.00%	5/2235/0101
Informal Traders: Franschhoek	250 000	250 000	-	-	-	-250 000	-100.00%	5/6220/1271
Informal Traders: Kayamandi	900 000	500 000	73 779	-	73 779	-426 221	-85.24%	5/2235/0171
Upgrading of Training Facilities- Paradyskloof	50 000	50 000	16 750	-	16 750	-33 250	-66.50%	5/6220/1301
Structural Improvement: Beltana	405 000	-	-	-	-	-	0.00%	5/6220/1321
Upgrading Fencing	1 573 354	250 000	130 906	55 274	186 180	-119 094	-47.64%	5/6220/1331
Facilities for the disabled	101 000	51 000	100 768	-	100 768	49 768	97.59%	5/2235/0241
Upgrading of Public Amenities: Kayamandi	550 000	265 000	264 276	-	264 276	-724	-0.27%	5/2235/0251
New Library: Groendal	3 000 000	-	-	503 060	503 060	-	0.00%	5/2235/0261
New Housing	**23 949 805**	**16 829 996**	**6 211 570**	**12 532 923**	**18 744 493**	**-10 618 426**	**63.09%**	
New Housing: Jamestown	4 513 000	3 319 481	2 052 995	511 482	2 564 477	-1 266 486	-38.15%	5/3780/1101
New Housing: Kayamandi (Watergang & Zone O)	17 736 805	12 035 515	4 088 552	12 019 862	16 108 415	-7 946 963	-66.03%	5/3780/1211
New Housing: Kayamandi Town Centre	500 000	275 000	-	-	-	-275 000	-100.00%	5/3783/0041
New Housing: Idas Valley (Erf 10860 - 11008)	550 000	550 000	-	-	-	-550 000	-100.00%	5/3780/1091
New Housing: Idas Valley (Erf 11330)	550 000	550 000	-	-	-	-550 000	-100.00%	5/3780/1181
Human Settlements Innovation - Pilot Project	100 000	100 000	70 022	1 579	71 601	-29 978	-29.98%	5/3780/1301
Integrated Human Settlements General	**9 259 344**	**5 949 532**	**2 587 832**	**456 186**	**3 044 018**	**-3 361 700**	**56.50%**	
Enkanini (Planning)	500 000	333 336	-	196 999	196 999	-333 336	-100.00%	5/3781/0141
Enkanini (Services)	500 000	333 336	-	-	-	-333 336	-100.00%	5/3781/0151
Informal Settlement: Klapmuts	500 000	333 336	-	-	-	-333 336	-100.00%	5/3780/1231
Informal Settlement: Devonvalley	475 000	475 000	-	90 909	90 909	-475 000	-100.00%	5/3781/0171
Basic Improvements: Langrug	3 385 926	1 941 188	1 192 447	101 931	1 294 378	-748 741	-38.57%	5/3784/0041
Access to Basic Services (ABS) - All Wards	3 898 418	2 533 336	1 395 384	66 347	1 461 731	-1 137 952	-44.92%	5/3780/1001

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Projects	Adjusted Budget	Projected Budget	Actual Expenditure	Shadows	Actual + Shadow	Variance on Projected	% Variance	Vote Number
Housing Administration	**230 000**	**230 000**	**35 502**	**672**	**36 174**	**-194 498**	**84.56%**	
Vehicle Fleet	180 000	180 000	-	-	-	-180 000	-100.00%	5/3781/0101
FTE - Housing Administration	50 000	50 000	35 502	672	36 174	-14 498	-29.00%	5/3781/0061
Planning and Development	**2 489 272**	**2 292 523**	**146 405**	**188 779**	**335 185**	**-2 146 118**	**93.61%**	
Planning and Development General	**1 640 000**	**1 640 000**	**1 340**	**130 600**	**131 940**	**-1 638 660**	**99.92%**	
Furniture, Tools & Equipment (GIS)	140 000	140 000	1 340	130 600	131 940	-138 660	-99.04%	5/2200/0891
Purchase of Land - Cemetries	1 500 000	1 500 000	-	-	-	-1 500 000	-100.00%	5/2200/0991
Spatial Planning, Heritage & Environment	**132 272**	**132 272**	**62 803**	**21 328**	**84 131**	**-69 469**	**52.52%**	
Furniture, Tools & Equipment (ICT, furniture, GPS, Noise Management System)	132 272	132 272	62 803	21 328	84 131	-69 469	-52.52%	5/2210/0061
Building Development	**28 000**	**28 000**	**14 303**	**-**	**14 303**	**-13 697**	**48.92%**	
Furniture, Tools & Equipment (Plans Examiner and Data terminals)	28 000	28 000	14 303	-	14 303	-13 697	-48.92%	5/2230/0081
Customer Interface & Administration	**55 000**	**55 000**	**4 737**	**36 852**	**41 589**	**-50 263**	**91.39%**	
Furniture, Tools & Equipment (Committee system SPLUMA Tribunal)	55 000	55 000	4 737	36 852	41 589	-50 263	-91.39%	5/2200/0881
Local Economic Development	**425 000**	**228 251**	**29 077**	**-**	**29 077**	**-199 174**	**87.26%**	
Furniture, Tools & Equipment (SMME support systems in communities)	28 251	28 251	29 077	-	29 077	826	2.92%	5/2200/0901
Establishment of informal trading markets	396 749	200 000	-	-	-	-200 000	-100.00%	5/2200/0961
Land Use Management	**25 000**	**25 000**	**12 473**	**-**	**12 473**	**-12 527**	**50.11%**	
Furniture, Tools & Equipment (ICT, furniture)	25 000	25 000	12 473	-	12 473	-12 527	-50.11%	5/2210/0081
Community Development	**184 000**	**184 000**	**21 671**	**-**	**21 671**	**-162 329**	**88.22%**	
Furniture, Tools & Equipment (ICT, furniture)	24 000	24 000	21 671	-	21 671	-2 329	-9.70%	5/2200/0921
Ward 12: Upgrade Resource Centre	80 000	80 000	-	-	-	-80 000	-100.00%	5/2200/0971
Ward 14: Upgrade Resource Centre	80 000	80 000	-	-	-	-80 000	-100.00%	5/2200/0981
TOTAL - Capital	**437 183 145**	**260 730 288**	**154 788 206**	**185 797 790**	**340 585 997**	**-105 942 082**	**40.63%**	

Stellenbosch Municipality

SDBIP 2015/2016: Top Layer SDBIP Report

Office of the Municipal Manager

Ref	KPI	Unit of Measurement	Annual Target	Year-To-Date As At March 2016				
				Target	Actual	R	Departmental SDBIP Comments	Departmental Corrective Measures
TL18	Review the Risk based audit plan and submit to the Audit Committee by 30 June 2016	Reviewed RBAP submitted to the audit committee by 30 June 2016	1	0	0	N/A		
TL19	Approve an Audit Action Plan to address the issues raised in the Audit Report by 31 January 2016	Audit action plan developed and approved by 31 January 2016	1	1	0	R	Audit Action Plan will be submitted to Council during February 2016 due to the quality of the spread sheet received not being appropriate for Council. *(January 2016)*	Timeously get the spread sheet from the Auditor-General to determine if user friendly for submission to Council. *(January 2016)*

Strategic & Corporate Services

Ref	KPI	Unit of Measurement	Annual Target	Year-To-Date As At March 2016				
				Target	Actual	R	Departmental SDBIP Comments	Departmental Corrective Measures
TL13	The number of people from employment equity target groups employed in the top three occupational levels of management in compliance with the municipality's approved employment equity plan	Number of appointments made in the three highest levels of management approved Employment Equity Plan	6	4	18	B	2 Appointments on Top Management and 10 on Middle Management *(March 2016)*	
TL14	The percentage of a municipality's payroll budget actually spent on implementing its workplace skills plan by 30 June 2016 ((Total Actual Training Expenditure/ Total annual payroll Budget)x100)	((Total Actual Training Expenditure/ Total Annual payroll Budget)x100)	0.80%	0%	0%	N/A		
TL20	Review the IT Backup Disaster Recovery Plan and submit draft to Portfolio Committee by 30 June 2016	Reviewed IT Backup Disaster Recovery Plan submitted to Portfolio Committee by 30 June 2016	1	0	0	N/A		
TL21	Review the Communication Strategy and submit to Portfolio Committee by 30 June 2016	Reviewed Communication Strategy submitted to Portfolio Committee by 30 June 2016	1	0	0	N/A		
TL22	Review ICT strategy policy framework and submit to Portfolio Committee by 30 June 2016	Reviewed Policy submitted to Portfolio Committee by 30 June 2016	1	0	0	N/A		

Financial Services

Ref	KPI	Unit of Measurement	Annual Target	Year-To-Date As At March 2016				
				Target	Actual	R	Departmental SDBIP Comments	Departmental Corrective Measures
TL1	Provide clean piped water to formal residential properties which are connected to the municipal water infrastructure network as at 30 June 2016	Number of formal residential properties receiving piped water as at 30 June 2016	23,000	0	0	N/A		
TL2	Provide electricity to formal residential properties connected to the municipal electrical infrastructure network for both credit and prepaid electrical metering as at 30 June 2016	Number of formal residential properties connected to the municipal electrical infrastructure network (credit and prepaid electrical metering) as at 30 June 2016	23,000	0	0	N/A		
TL3	Provide sanitation services to residential properties which are connected to the municipal waste water (sanitation/sewerage) network as at 30 June 2016	Number of residential properties which are billed for sewerage in accordance with the SAMRAS financial system as at 30 June 2016	23,000	0	0	N/A		
TL4	Provision of refuse removal, refuse dumps and solid waste disposal to all residential account holders as at 30 June 2016	Number of formal residential properties for which refuse is removed as at 30 June 2016	23,000	0	0	N/A		
TL5	Provide free basic water in terms of the equitable share requirements to indigent account holders	Monthly provisioning of free basic water in terms of the equitable share requirements to indigent account holders (KL per account holders)	10	10	10	G	10 kl of water provided to consumers on Indigent register *(March 2016)*	
TL6	Provide clean piped water to registered indigent account holders which are connected to the municipal water infrastructure network as at 30 June 2016	Number of indigent account holders receiving free basic water as at 30 June 2016	4,900	0	0	N/A		
TL7	Provide free basic electricity to registered indigent account holders connected to the municipal electrical infrastructure network	Provide free basic electricity to indigent account holders in terms of the equitable share requirements measured in terms of quantum approved (Free kw basic electricity per indigent household)	60	60	60	G	60 kwh provided to consumers on Indigent register *(March 2016)*	
TL8	Provide free basic electricity to registered indigent account holders connected to the municipal electrical infrastructure network as at 30 June 2016	Number of indigent account holders receiving free basic electricity which are connected to the municipal electrical infrastructure network as at 30 June 2016	4,900	0	0	N/A		

TL9	Provide free basic sanitation services to registered indigent account holders which are connected to the municipal waste water (sanitation/sewerage) network & are billed for sewerage service, irrespective of the number of water closets (toilets) as at 30 June 2016	Number of indigent account holders connected to the sanitation/sewerage network and are billed for sewerage services as at 30 June 2016	4,900	0	0	N/A		
TL10	Provide free basic refuse removal, refuse dumps and solid waste disposal to registered indigent account holders as at 30 June 2016	Number of indigent account holders receiving free basic refuse removal as at 30 June 2016	4,900	0	0	N/A		
TL11	The % of the Municipality's capital budget spent on capital projects by 30 June 2016 {(Total Actual capital Expenditure/Approved Capital Budget) x 100}	% of the Municipality's capital budget spent by 30 June 2016 {(Total Actual capital Expenditure/Approved Capital Budget) x 100}	90%	30%	35.41%	G2	35.41% Actual Capital Expenditure *(March 2016)*	
TL15	Financial viability measured in terms of the municipality's ability to meet it's service debt obligations	Debt to Revenue (Short Term Borrowing + Bank Overdraft + Short Term Lease + Long Term Borrowing + Long Term Lease) / Total Operating Revenue - Operating Conditional Grant	55	55	19	B		
TL16	Financial viability measured in terms of the outstanding service debtors	(Total outstanding service debtors/ revenue received for services)	20%	20%	15.70%	B		
TL17	Financial viability measured in terms of the available cash to cover fixed operating expenditure	((Cash and Cash Equivalents - Unspent Conditional Grants - Overdraft) + Short Term Investment) / Monthly Fixed Operational Expenditure excluding (Depreciation, Amortisation, and Provision for Bad Debts, Impairment and Loss on Disposal of Assets)).	6	6	9.74	B		
TL23	Achieve an average payment percentage of 96% by 30 June 2016 (Gross Debtors Closing Balance + billed revenue - Gross Debtors Opening Balance - Bad Debts Written Off)/Billed Revenue) x 100	(Gross Debtors Closing Balance + billed revenue - Gross Debtors Opening Balance + Bad Debts Written Off)/Billed Revenue) x 100	96%	96%	111.44%	G2	January, February and March 2016 average payment rate 95.32% *(March 2016)*	Council approved the implementation of the water management devises. Engineers busy to install the same and will have an impact on debt recovery. Meeting on with the debt recovery sections held to emphasise more strict measures. *(March 2016)*

Engineering Services

Ref	KPI	Unit of Measurement	Annual Target	Year-To-Date As At March 2016				
				Target	Actual	R	Departmental SDBIP Comments	Departmental Corrective Measures
TL30	Limit unaccounted for electricity to less than 11% by 30 June 2016 {(Number of Electricity Units Purchased and/or Generated - Number of Electricity Units Sold (incl Free basic electricity)) / Number of Electricity Units Purchased and/or Generated) × 100}	{(Number of Electricity Units Purchased and/or Generated - Number of Electricity Units Sold (incl Free basic electricity)) / Number of Electricity Units Purchased and/or Generated) × 100}	11%	0%	0%	N/A		
TL31	50% Weighted Average effluent quality achieved in terms of requirements as regulated by the water use license for all Waste Water Treatment Works	% effluent quality	50%	50%	76%	B	Target met *(March 2016)*	Target met *(March 2016)*
TL32	90% Average water quality achieved as per micro, chemical, operational and physical determinants in terms of the Blue Drop requirements regulated by SANS 241 for all Water Treatment Works	% Average water quality achieved as per micro, chemical, operational and physical determinants	90%	90%	95.40%	G2	Target met *(March 2016)*	Target met *(March 2016)*
TL33	Limit unaccounted for water to less than 25% by 30 June 2016	Percentage of unaccounted for water calculated in terms of standard IWA formula	25%	0%	0%	N/A		
TL34	Review and submit the Water Services Development Plan to the Portfolio Committee by 30 June 2016	Water Services Development Plan submitted to the Portfolio Committee by 30 June 2016	1	0	0	N/A		
TL35	Quarterly Transport Working Group Meetings held	Number of Transport Working Group Meetings held	4	3	3	G	The Transport Working Group meeting has been scheduled for 3 March 2016, from 9:00 - 11:00 *(January 2016)*	Minutes of the meeting attached *(March 2016)*
TL36	Complete S78.3 study of service delivery options on Solid Waste and submit report to Portfolio Committee by 31 March	Report submitted to Portfolio Committee by 31 March	1	1	0	R	Item was compiled by Manager: SWM *(March 2016)*	CFO wants to confirm if the actual report complies with legislation. To be submitted at a later date *(March 2016)*
TL37	Submit quarterly progress reports to the portfolio committee on the implementation of waste to energy projects as per the approved Integrated Waste Management Plan	Number of progress reports submitted to the portfolio committee	4	3	0	R	Investigation was done by consultant indicating non feasibility of project *(March 2016)*	However trials have begun with home bio-digester unit. 1st in the country which will provide small scale energy (cooking gas) to user, as well as fertilizer from digestate. *(March 2016)*
TL38	Develop a strategic infrastructure plan and submit to the portfolio committee by 30 June 2016	Plan submitted to the portfolio committee by 30 June 2016	1	0	0	N/A		

TL39	90% of the total approved MIG funding for Engineering Department (85% of allocation) spent by 30 June 2016 in terms of the grant funding agreement [(Actual amount spent/Total allocation received)x100]	% of the allocation spent by 30 June 2016 [(Actual amount spent/Total allocation received)x100]	90%	30%	57.60%	B	MIG Funding Spent for March 2016 *(March 2016)*	

Planning & Economic Development

Ref	KPI	Unit of Measurement	Annual Target	Year-To-Date As At March 2016				
				Target	Actual	R	Departmental SDBIP Comments	Departmental Corrective Measures
TL12	Number of temporary jobs created by 30 June 2016 through the municipality's local economic development EPWP projects, measured by the number of people temporarily employed in the EPWP programs for the period and linked to the availability of budget	Number of people temporarily employed in the EPWP programs linked to the availability of budget by 30 June 2016	410	360	820	B	Target met	

Human Settlements & Property Management

Ref	KPI	Unit of Measurement	Annual Target	Year-To-Date As At March 2016				
				Target	Actual	R	Departmental SDBIP Comments	Departmental Corrective Measures
TL25	Provide 80 additional waterborne toilet facilities and taps to informal settlements by 30 June 2016	Number of waterborne toilets facilities and taps provided by 30 June 2016	80	40	85	B	The following Formal Quotations have been advertised and evaluated, awaiting approval from SCM. They will increase the number of water taps and waterborne toilets. FQ/SM 237/16 - 8 water taps;FQ/SM 230/16 - 8 water taps;FQ/SM 241/16 - 20 toilets and 8 water taps Formal Quotations to be advertised: Requisition number 1011243 - 15 waterborne toilets, 10 water taps;Requisition number 1011238 - 24 water taps *(March 2016)*	
TL26	Service sites for low cost housing development by 30 June 2016	Number of sites serviced by 30 June 2016	242	0	0	N/A		
TL27	Construct top structures for low cost housing development by 30 June 2016	Number of top structures constructed by 30 June 2016	160	0	0	N/A		
TL28	Identify land for emergency housing and submit report with recommendations to the Portfolio Committee by 30 June 2016	Report with recommendations submitted to the Portfolio Committee by 30 June 2016	1	0	0	N/A		
TL29	Compile and sign 200 transfer documents for ownership of low cost houses by 30 June 2016	Number of transfer documents compiled and signed by 30 June 2016	200	100	531	B	Targets reached during October 2015. *(March 2016)*	

Community & Protection Services

Ref	KPI	Unit of Measurement	Annual Target	Year-To-Date As At March 2016				
				Target	Actual	R	Departmental SDBIP Comments	Departmental Corrective Measures
TL24	Review the Safety and Security Strategy and submit to Portfolio Committee by 31 March 2016	Revised Safety and Security Strategy submitted to Portfolio Committee by 31 March 2016	1	1	1	G	Safety in progress *(March 2016)*	

Report generated on 20 April 2016 at 09:16.

8.5 EVICTION: BLAAUWKLIPPEN AGRICULTURAL ESTATES STELLENBOSCH (PTY) LTD & OTHERS / STELLENBOSCH MUNICIPALITY & OTHERS CASE NUMBER: 4042/15

File number : *17/4/3*

Report by : *Director: Strategic & Corporate Services*

Compiled by : *Senior Legal Advisor: Mervin Williams*

Delegated Authority : *Council*

Strategic intent of item

Preferred investment destination	X
Greenest municipality	
Safest valley	
Dignified Living	
Good Governance	X

1. PURPOSE OF REPORT

To inform Council of the eviction application instituted by Blaauwklippen Agricultural Estates Stellenbosch (Pty) Ltd & Others against Stellenbosch Municipality & Others under case number 4042/15 and to obtain a settlement mandate to negotiate and mediate the eviction between the respective parties for purposes of settling the matter amicably.

2. BACKGROUND AND DISCUSSION

Blaauwklippen Agricultural Estates Stellenbosch (Pty) Ltd & Others ("Blaauwklippen") instituted eviction proceedings against the illegal occupiers of Restant of Portion 71 (a Portion of Portion 31) of the Farm Blaauwklip, Nr. 510 and Portion 9 (a Portion of Portion 4) of the Farm Blaauwklip, Nr 510. A copy of the eviction application is annexed hereto as **Appendix 1**. Portion 71 with Portion 9 is generally known as the Kreefgat Informal Settlement.

Stellenbosch Municipality ("the Municipality") is joined as First Respondent in the eviction matter to mediate the eviction in terms of section 7 of the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act, 19 of 1998 and to provide alternative accommodation to the respondents to be evicted. The eviction application is couched in such a fashion that the Municipality is obliged to provide alternative accommodation to the respondents to be evicted.

In light of the aforesaid, Ashraf Parker & Associates were appointed via the Legal Panel to *inter alia* appoint a mediator to mediate the eviction matter on behalf of the Municipality and to oppose the eviction matter on the Municipality's behalf. Jacques Joubert of Mediation in Motion was appointed to mediate the matter between the parties.

However, Delegation 48 of the Stellenbosch Municipality's System of Delegations is very limited in nature and provides that the Executive Mayor and Municipal Manager are authorised to settle any action out of court, including any arbitration, mediation and/or debt collection where court actions have been instituted/defended. The Executive Mayor is authorised to settle any matter where the settlement amount does not exceed R1 million, after having considered a recommendation from the Municipal Manager. The Municipal Manager, on the other hand, is authorised to settle any matter where the settlement amounts does not exceed R500 000.00, after having considered a recommendation from the Director: Strategic & Corporate Services and pursuant to consultation with the Chief Financial Officer.

The aforesaid delegation appears to be insufficient for purposes of negotiating a substantial financial contribution from Blaauwklippen in the eviction matter. In light of the aforesaid, and the fact that the potential monetary contribution is envisaged to exceed R500 000.00 and/or R1 million as provided for in Delegation 48, Council is requested to authorise the Municipal Manager to mediate and settle the eviction application between the parties, subject thereto that Blaauwklippen is required to make a substantial monetary contribution.

4. COMMENTS OF RELEVANT DEPARTMENTS

Legal Department:

The item and recommendations are supported.

RECOMMENDED

(a) that Council notes the eviction application instituted by Blaauwklippen Agricultural Estates Stellenbosch (Pty) Ltd & Others against Stellenbosch Municipality & Others under case number 4042/15; and

(b) that the Municipal Manager be mandated to mediate and settle the eviction application between the parties, subject thereto that Blaauwklippen makes a substantial monetary contribution for purposes of settling the matter amicably.

(DIRECTOR: STRATEGIC AND CORPORATE SERVICES TO ACTION)

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STELLENBOSCH

GEHOU TE STELLENBOSCH

SAAKNR: 4042/15

In die *Ex Parte aansoek* van:

BLAAUWKLIPPEN AGRICULTURAL ESTATES STELLENBOSCH (PTY) LTD	Eerste Applikant
EDWIN DANIEL FEBRUARY	Tweede Applikant
WESLEY EVEREST FEBRUARY	Derde Applikant
en	
STELLENBOSCH MUNISIPALITEIT	Eerste Respondent
DAARDIE OKKUPEERDERS GELYS IN DIE AANHANGSEL GEMERK "NOM 1" SOOS AANGEHEG TOT DIE KENNISGEWING VAN MOSIE	Tweede Respondente
ENIGE ANDER PERSONE WOONAGTIGE TE KREEFGAT INFORMELE NEDERSETTING, WEBERSVALLEI PAD, JAMESTOWN, STELLENBOSCH	Derde Respondente
DEPARTEMENT LANDELIKE ONTWIKKELING EN GRONDHERVORMINIG	Vierde Respondent

---

KENNISGEWING IN TERME VAN ARTIKEL 4(2) VAN DIE WET OP DIE VOORKOMING VAN ONWETTIGE UITSETTING EN ONREGMATIGE BESETTING VAN GROND, WET 18 VAN 1998

Cluver Markotter Ing
Per: JM Geyser
Tel: (021) 808 5600
Faks: (021) 886 5420
BBN1682

NEEM KENNIS DAT u hierdeur ingelig word van die relevante bepalings van die Wet op Voorkoming van Onwettige Uitsetting en Onregmatige Besetting van Grond, Wet 19 van 1998, (hierna "**die Wet**"), naamlik dat:

1. Hierdie aansoek gebring word in terme van artikel 4(1) van die Wet, vir 'n bevel dat:

   1.1. die Eerste Respondent (die Stellenbosch Munisipaliteit) verplig word om nood alternatiewe akkommodasie aan die Tweede en Derde Respondente te verskaf in terme van sy noodbehuisingsbeleid; en

   1.2. die uitsetting van die Tweede en Derde Respondente en enige ander persone wat die informele nedersetting algemeen bekend as die Kreefgat Informele Nedersetting, te Webersvalleipad, Jamestown, Stellenbosch, Provinsie Wes-Kaap, ("**Kreefgat**"), okkupeer.

2. U het die reg om hierdie aansoek teen te staan, wat verhoor sal word op ~~11~~ 18 **FEBRUARIE 2016** om 09:00 of so spoedig moontlik daarna as wat die saak aangehoor kan word deur die bogemelde Agbare Hof;

3. Die Respondente word gewys op die bepalings van Artikel 26(3) van die Grondwet van Suid-Afrika, wat soos volg lees:

   (3) Sonder 'n hofbevel wat na oorweging van al die tersaaklike omstandighede toegestaan is, mag niemand uit hul woning gesit word en mag niemand se woning gesloop word nie. Geen wetgewing mag arbitrêre uitsettings veroorloof nie.

4. **NEEM VERDER KENNIS DAT** die Respondente hierby ingelig word van die relevante bepalings van die artikel 4(5) van die Wet, naamlik dat:

   4.1. Hierdie aansoek gebring word in terme van Artikel 4(1) van die Wet;

Cluver Markotter Ing
Per: JM Geyser
Tel: (021) 808 5600
Faks: (021) 886 5420
BBN1682

4.2. Die gronde vir die voorgestelde uitsetting, soos uiteengesit in die beëdigde verklaring hierby aangeheg, welke gronde as volg opgesom kan word:

4.2.1. Die Tweede en Derde Respondente geen toestemming verkry het van die Applikante om Kreefgat te bewoon nie; alternatiewelik,

4.2.2. dat diegene wat moontlik toestemming verkry het van die Applikante of die Applikante se regsvoorgangers in titel om Kreefgat te bewoon (sonder om te erken dat daar enige sulke persone is), se toestemming beëindig is met die skrywe gedateer 22 Julie 2015 ("**die skrywe**"), aangeheg en gemerk "**BAE 6**" tot die funderende verklaring in die hoof-aansoek.

4.2.3. Die skrywe verder die Tweede en Derde Respondente een kalendermaand se kennis gegee het om Kreefgat te ontruim voor of op 31 Augustus 2015.

4.2.4. Die Tweede en Derde Respondente versuim het om Kreefgat te ontruim voor of op 31 Augustus 2015.

4.2.5. Na 1 Oktober 2015 die Tweede en Derde Respondente geensins enige toestemming of reg van verblyf op Kreefgat geniet nie.

4.2.6. Die Tweede en Derde Respondente dus tans in onregmatige okkupasie van Kreefgat is en okkupeer die eiendom sonder die Applikante se uitdruklike of stilswyende toestemming. Die Tweede en Derde Respondente is gevolglik onregmatige okkupeerders soos omskryf in die Wet.

Cluver Markotter Ing
Per: JM Geyser
Tel: (021) 808 5600
Faks: (021) 886 5420
BBN1682

5. Die Respondente is geregtig om voor die hof te verskyn op bogenoemde datum om die saak te verdedig, en het die reg om aansoek te doen vir Regshulp, indien nodig en indien hul daarvoor kwalifiseer.

Geteken te **STELLENBOSCH** op **20 JANUARIE 2016.**

CLUVER MARKOTTER ING
Prokureurs vir Applikante
Per: JM GEYSER
Eerste vloer, Cluver Markotter Gebou,
Meulstraat, STELLENBOSCH
Tel: (021) 808 5600
Faks: (021) 886 5420
Verw: BLA07/0041/JMG/bbn

AAN:
DIE KLERK VAN DIE SIVIELE HOF
LANDDROSHOF
STELLENBOSCH

2016 -01- 20
STELLENBOSCH
SIVIELE HOF

EN AAN:
DIE MUNISIPALE BESTUURDER:
STELLENBOSCH MUNISIPALITEIT
Eerste Respondent
Munisipale Kantore
Pleinstraat
STELLENBOSCH **[Per Balju]**

EN AAN:
DAARDIE OKKUPEERDERS GELYS
IN DIE AANHANGSELS GEMERK "NOM 1"
SOOS AANGEHEG TOT DIE KENNISGEWING VAN MOSIE
Tweede Respondente
Kreefgat Informele Nedersetting
Plaas Blaauwklip, Webersvalleipad
Jamestown
STELLENBOSCH **[Per Balju]**

EN AAN:
ENIGE ANDER PERSONE WOONAGTIGE TE KREEFGAT INFORMELE NEDERSETTING, WEBERSVALLEI PAD, JAMESTOWN, STELLENBOSCH
Derde Respondente
Kreefgat Informele Nedersetting
Plaas Blaauwklip, Webersvalleipad
Jamestown
STELLENBOSCH **[Per Balju]**

EN AAN:
DEPARTMENT LANDELIKE ONTWIKKELING EN GRONDHERVORMINIG
Vierde Respondent
Langstraat 14
KAAPSTAD
8000 **[Per Balju]**

2016 -01- 20

Cluver Markotter Ing
Per: JM Geyser
Tel: (021) 808 5600
Faks: (021) 886 5420
BBN1682

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STELLENBOSCH

GEHOU TE STELLENBOSCH

SAAKNR: 4042/15

In die *Ex Parte aansoek* van:

BLAAUWKLIPPEN AGRICULTURAL ESTATES STELLENBOSCH (PTY) LTD	Eerste Applikant
EDWIN DANIEL FEBRUARY	Tweede Applikant
WESLEY EVEREST FEBRUARY	Derde Applikant

CLERK: CIVIL COURT
2016 -01- 20
STELLENBOSCH
KLERK: SIVIELE HOF

en

STELLENBOSCH MUNISIPALITEIT	Eerste Respondent
DAARDIE OKKUPEERDERS GELYS IN DIE AANHANGSEL GEMERK "NOM 1" SOOS AANGEHEG TOT DIE KENNISGEWING VAN MOSIE	Tweede Respondente
ENIGE ANDER PERSONE WOONAGTIGE TE KREEFGAT INFORMELE NEDERSETTING, WEBERSVALLEI PAD, JAMESTOWN, STELLENBOSCH	Derde Respondente
DEPARTEMENT LANDELIKE ONTWIKKELING EN GRONDHERVORMINIG	Vierde Respondent

---

EX PARTE AANSOEK IN TERME VAN ARTIKEL 4(2) VAN DIE WET OP DIE VOORKOMING VAN ONWETTIGE UITSETTING EN ONREGMATIGE BESETTING VAN GROND, WET 18 VAN 1998

Cluver Markotter Inc.
Per: JM Geyser
Tel: 021 808 5600
Fax: 021 886 5420
BBN1680

NEEM KENNIS DAT aansoek by bogemelde Agbare Hof gedoen sal word op **20 JANUARIE 2016** om **14h00**, of so spoedig daarna as die saak aangehoor mag word, vir 'n bevel in die volgende terme:

1. Dat die Agbare Hof beveel dat die Eerste tot Vierde Respondente in kennis gestel word, in terme van die bepalings van Artikel 4(2) van die Wet op die Voorkoming van Onwettige Uitsetting en Onregmatige Besetting van Grond, Wet 19 van 1998, (hierna "**die Wet**"), van die aansoek om 'n uitsettingsbevel (soos uiteengesit in die kennisgewing van mosie) deur die betekening van die Artikel 4(2) kennisgewing in terme van die Wet, soos aangeheg, tesame met hierdie Ex Parte aansoek en bykomende beëdigde verklarings met aanhangsels en die hofbevel wat deur hierdie versoek word (hierna "**die dokumente**").

2. Dat die dokumente deur die Balju van hierdie Agbare Hof beteken word op die volgende wyse:

   (i) deur betekening van die dokumente op die Munisipale Bestuurder van die Stellenbosch Munisipaliteit (die Eerste Respondent) by sy/haar kantore te Pleinstraat, Stellenbosch;

   (ii) deur betekening op die Tweede Respondente, in terme van die Reëls van die Agbare Hof, by hul onderskeie wonings te die Kreefgat Informele Nedersetting, Webersvalleipad, Jamestown, Stellenbosch ("**Kreefgat**"), welke besonderhede van die Tweede Respondente uiteengesit is in die aanhangsel aangeheg tot die kennisgewing van mosie in die hoof-aansoek, gemerk "**NOM 1**";

   (iii) deur betekening van die dokumente in terme van die Reëls van die Agbare Hof op enige ander persone teenwoordig te Kreefgat

Cluver Markotter Inc.
Per: JM Geyser
Tel: 021 808 5600
Fax: 021 886 5420
BBN1680

(die Derde Respondente), ten tyde van die voorgenoemde betekening op die Tweede Respondente;

(iv) deur 'n kopie van die dokumente aan die voordeur van elke struktuur te Kreefgat aan te heg;

(v) deur betekening van die dokumente op die Departement van Landelike Ontwikkeling en Grondhervorming te Langstraat 14, Kaapstad.

3. Dat die Agbare Hof die inhoud van die aangehegte Artikel 4(2) Kennisgewing goedkeur.

4. Dat die Agbare Hof beveel dat die Artikel 4(2) Kennisgewing wat in terme van hierdie bevel beteken is, in Afrikaans beteken moet word en in geen ander amptelike taal van die Republiek van Suid-Afrika nie.

5. Dat die dokumente, soos beveel, 14 hofdae voor die verhoor van die aansoek om uitsetting, op die voorgenoemde wyse beteken word.

6. Verdere en/of alternatiewe regshulp.

NEEM VERDER KENNIS dat die beëdigde verklaring van **JACOBUS MARTHINUS GEYSER** gebruik sal word ter ondersteuning van hierdie aansoek.

Cluver Markotter Inc.
Per: JM Geyser
Tel: 021 808 5600
Fax: 021 886 5420
BBN1680

Geteken te **STELLENBOSCH** op **20 JANUARIE 2016.**

CLUVER MARKOTTER ING
Prokureurs vir Applikante
Per: JM GEYSER
Eerste vloer, Cluver Markotter
Gebou, Meulstraat,
STELLENBOSCH
Tel: (021) 808 5600
Faks: (021) 886 5420
Verw: BLA07/0041/JMG/bbn

AAN:
DIE KLERK VAN DIE SIVIELE HOF
LANDDROSHOF
STELLENBOSCH

KLERK: SIVIELE HOF

EN AAN:
DIE MUNISIPALE BESTUURDER:
STELLENBOSCH MUNISIPALITEIT
Eerste Respondent
Munisipale Kantore
Pleinstraat
STELLENBOSCH **[Per Balju]**

EN AAN:
DAARDIE OKKUPEERDERS GELYS
IN DIE AANHANGSELS GEMERK "NOM 1"
SOOS AANGEHEG TOT DIE KENNISGEWING VAN MOSIE
Tweede Respondente
Kreefgat Informele Nedersetting
Plaas Blaauwklip, Webersvalleipad
Jamestown
STELLENBOSCH **[Per Balju]**

Cluver Markotter Inc.
Per: JM Geyser
Tel: 021 808 5600
Fax: 021 886 5420
BBN1680

EN AAN:
ENIGE ANDER PERSONE WOONAGTIGE TE KREEFGAT INFORMELE NEDERSETTING, WEBERSVALLEI PAD, JAMESTOWN, STELLENBOSCH
Derde Respondente
Kreefgat Informele Nedersetting
Plaas Blaauwklip, Webersvalleipad
Jamestown
STELLENBOSCH **[Per Balju]**

EN AAN:
DEPARTMENT LANDELIKE ONTWIKKELING EN GRONDHERVORMINIG
Vierde Respondent
Langstraat 14
KAAPSTAD
8000 **[Per Balju]**

CLERK: CIVIL COURT
2016 -01- 20
STELLENBOSCH
CLERK: SUPERIOR COURT

Cluver Markotter Inc.
Per: JM Geyser
Tel: 021 808 5600
Fax: 021 886 5420
BBN1680

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STELLENBOSCH
GEHOU TE STELLENBOSCH

SAAKNR: 4042/15

In die *Ex Parte aansoek* van:

BLAAUWKLIPPEN AGRICULTURAL ESTATES STELLENBOSCH (PTY) LTD	Eerste Applikant
EDWIN DANIEL FEBRUARY	Tweede Applikant
WESLEY EVEREST FEBRUARY	Derde Applikant

en

STELLENBOSCH MUNISIPALITEIT	Eerste Respondent
DAARDIE OKKUPEERDERS GELYS IN DIE AANHANGSEL GEMERK "NOM 1" SOOS AANGEHEG TOT DIE KENNISGEWING VAN MOSIE	Tweede Respondente
ENIGE ANDER PERSONE WOONAGTIGE TE KREEFGAT INFORMELE NEDERSETTING, WEBERSVALLEI PAD, JAMESTOWN, STELLENBOSCH	Derde Respondente
DEPARTEMENT LANDELIKE ONTWIKKELING EN GRONDHERVORMINIG	Vierde Respondent

CLERK CIVIL COURT
2016 -01- 20
STELLENBOSCH
KLERK SIVIELE HOF

EX PARTE FUNDERENDE BEËDIGDE VERKLARING

Ek, die ondergetekende,

JACOBUS MARTHINUS GEYSER

bevestig hiermee onder eed soos volg:

Cluver Markotter Inc.
Per: JM Geyser
Tel: 021 808 5600
Fax: 021 886 5420
BBN1683

1. Ek is 'n meerderjarige manlike direkteur werksaam te Cluver Markotter Ingelyf, Cluver Markotter gebou, Meulstraat, Stellenbosch en die Applikant se prokureur in hierdie aangeleentheid.

2. Ek is die prokureur vir die Applikante en behoorlik gemagtig om hierdie verklaring namens die Applikante af te lê.

3. Die feite hieronder vermeld val binne my persoonlike kennis, tensy dit uit die konteks anders blyk, en is na die beste van my wete in alle opsigte waar en korrek. Waar feite nie binne my persoonlik kennis val nie, het ek sodanige feite vasgestel uit dokumente in my besit en/of beheer en/of waartoe ek toegang het.

DIE PARTYE

4. Die Eerste Applikant is **BLAAUWKLIPPEN AGRICULTURAL ESTATES STELLENBOSCH (PTY) LTD,** met registrasienommer 1972/000312/07, 'n maatskappy behoorlik geïnkorporeer in terme van die maatskappywette van Suid-Afrika, met geregistreerde adres te R44, Strandweg, Stellenbosch. In hierdie verband sien 'n afskrif van die maatskappy soektog aangeheg tot die funderende eedsverklaring, gemerk "**BAE 2**".

5. Die Eerste Applikant is die geregistreerde eienaar van die eiendom met aktebeskrywing die Restant van Gedeelte 71 ('n gedeelte van Gedeelte 31) van die Plaas Blaauwklip, Nr. 510, in die Munisipaliteit en Afdeling van Stellenbosch, Provinsie Wes-Kaap, gehou onder titelakte nommer: T34249/2015 ("**Gedeelte 71**"). In hierdie verband sien 'n afskrif van die aktenasoek aangeheg tot die funderende eedsverklaring, gemerk "**BAE 3**".

6. Die Tweede Applikant is **EDWIN DANIEL FEBRUARY**, 'n meerderjarige besigheidsman werksaam te BL Williams Construction (Pty) Ltd, met besigheidsadres te h/v R304 en Bottelarypad, Stellenbosch.

7. Die Derde Applikant is **WESLEY EVEREST FEBRUARY,** 'n meerderjarige besigheidsman werksaam te Sippel & De Lange, met besigheidsadres te h/v Technoweg en Electronweg, Technopark, Stellenbosch.

8. Die Tweede en Derde Applikante is broers en sal hierna gesamentlik verwys word na as "**die February's**", tensy hul individueel na verwys word.

9. Die February's is die gesamentlike geregistreerde eienaars van die eiendom met aktebeskrywing Gedeelte 9 ('n gedeelte van Gedeelte 4) van die Plaas Blaauwklip, Nr. 510, in die Munisipaliteit en Afdeling van Stellenbosch, Provinsie Wes-Kaap, gehou onder titelakte nommer: T62575/1996 ("**Gedeelte 9**"). In hierdie verband sien 'n afskrif van die aktenasoek aangeheg tot die funderende eedsverklaring, gemerk "**BAE 4**".

10. Gedeelte 71 tesame met Gedeelte 9 is algemeen bekend as die Kreefgat Informele Nedersetting (hierna verwys na as "**Kreefgat/die eiendom**").

11. Die Eerste Respondent is die **STELLENBOSCH MUNISIPALITEIT** ("**die Munisipaliteit**"), 'n Munisipaliteit soos bedoel in Artikel 2 van die Munisipale Stelsels Wet, Wet 32 van 2000, met hoofkantoor te Pleinstraat, Stellenbosch, die plaaslike bestuur binne wie se jurisdiksiegebied die eiendom geleë is. Hulle word hierin gesiteer om, in terme van Artikel 7 van die Wet op die Voorkoming van Onwettige Uitsetting en Onregmatige Besetting van Grond, Nr. 19 van 1998 ("**die PIE Wet**"), mediasie tussen die partye te fasiliteer en noodakkommodasie aan die Tweede en Derde Respondente te verskaf, aangesien hulle daarvoor kwalifiseer. Die rol van die Munisipaliteit word breedvoerig hanteer in die funderende eedsverklaring en sal ek dus nie daardie gedeeltes hierin herhaal nie.

12. Die Tweede Respondente is daardie okkupeerders gelys in die Aanhangsel gemerk **"NOM 1"**, soos aangeheg tot die kennisgewing van mosie in die hoofaansoek. Die Tweede Respondente is daardie okkupeerders wat die Applikante bewus is woonagtig is op Kreefgat. Kreefgat is geleë binne die area van jurisdiksie van hierdie Agbare Hof. Die volledige en verdere

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Per: JM Geyser
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besonderhede van die Tweede Respondente is onbekend aan die Applikante.

13. Dit is onmoontlik vir die Applikante om te bevestig wie presies woonagtig is op Kreefgat weens die omvang van hierdie aansoek, die aantal okkupeerders wat betrokke is en die algemene aard van informele nedersettings. Die Applikante het ook geen verhouding met die mense woonagtig op Kreefgat nie. Dit blyk ook dat mense wegtrek vanaf Kreefgat en ander weer hulle intrek neem op Kreefgat. Twee voorbeelde van persone wat hul intrek geneem het op Kreefgat is Jacques Michaels (nommer 60 op die aangehegte lys gemerk "**NOM 1**") en Ashley Adams (nommer 4 op die aangehegte lys gemerk "**NOM 1**").

14. Die Applikante wens dus enige bevel verleen deur die Agbare Hof teen diegene gelys in aanhangsel "**NOM 1**", ook bindend sal wees op enige ander sodanige persoon of persone woonagtig op Kreefgat (die Derde Respondente).

15. Die Derde Respondent kan dus beskryf word as enige ander persoon of persone woonagtig op Kreefgat wat nie gelys is in aanhangsel "**NOM 1**" as 'n Tweede Respondent nie.

16. Die Tweede en Derde Respondente word hierna gesamentlik na verwys as "**die Respondente**", tensy na hulle individueel of as individuele groepe verwys word.

17. Hierdie aansoek word geloods met betrekking tot die Respondente, woonagtig op Kreefgat, maar sluit die volgende persone, en die persone wat onder die genoemde persone hou, wie woonagtig is in die huise en strukture op Gedeelte 9, langs die pad by die begraafplaas uit:

17.1 Elizabeth Vermeulen;

17.2 Johan Vermeulen;

17.3 Louise Vermeulen;

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17.4 die kinders van Johan en Louise Vermeulen;

17.5 Isabelle Vermeulen;

17.6 Abe Vermeulen;

17.7 Barend Pietersen;

17.8 Ann Pietersen;

17.9 Zayne Pietersen; en

17.10 almal wat hou onder die bogemelde persone.

18. Die Vierde Respondent is die **DEPARTEMENT VAN LANDELIKE ONTWIKKELING EN GRONDHERVORMING**, 'n staatsdepartement met provinsiale kantore te Langstraat 14, Kaapstad. Die Vierde Respondent is die staatsdepartement waaraan die administrasie van die Wet op die Uitbreiding van Sekerheid van Verblyfreg, 62 van 1997 ("**die ESTA Wet** ") opgedra is. Indien die ESTA Wet van toepassing is op 'n paar van die okkupeerders (wat nie erken word nie), is dit 'n vereiste in terme van Artikel 9(3) van die ESTA Wet dat 'n verslag aangevra moet word van die Vierde Respondent ten einde vir die Agbare Hof in te lig oor die omstandighede van die Respondente.

DIE HOOFAANSOEK:

19. Die Applikante versoek die Agbare Hof vir 'n bevel (soos uiteengesit in die Kennisgewing van Mosie in die hoofaansoek) dat:

19.1 die Eerste Respondent (die Stellenbosch Munisipaliteit) verplig word om nood alternatiewe akkommodasie te verskaf aan die Tweede en Derde Respondente in terme van die Eerste Respondent se noodbehuisingsbeleid;

19.2 die Agbare Hof 'n billike en regverdige datum vasstel waarop die Eerste Respondent nood alternatiewe akkommodasie beskikbaar moet hê vir die hervestiging van die Tweede en Derde Respondente;

19.3 die Tweede en Derde Respondente uitgesit word vanaf die eiendom;

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19.4 die Agbare Hof 'n billike en regverdige datum vasstel waarop die Tweede en Derde Respondente die eiendom moet ontruim;

19.5 die Agbare Hof 'n datum moet vasstel waarop die uitsettingsbevel uitgevoer mag word sou die Tweede en Derde Respondente versuim, of weier, om vakante okkupasie van die eiendom aan die Applikant te oorhandig, teen die datum uiteengesit in 19.4 hierbo; en

19.6 Verdere en/of alternatiewe regshulp.

DIE NOODSAAK VIR DIE LOODS VAN HIERDIE UITSETTINGSAANSOEK:

20. Die hoofdoel vir die loods van hierdie aansoek is om die Munisipaliteit, die Eerste Respondent, te dwing om hul grondwetlike plig na te kom deur noodbehuising, in terme van sy relevante beleide, te verskaf aan die Respondente.

21. Die Munisipaliteit het reeds herhaaldelik (soos volledig bespreek word in die funderende verklaring) aangedui dat dit plekke gereserveer het vir die Respondente in sy Jamestown Behuisingsprojek op Erf 527, Jamestown, Stellenbosch ("**Erf 527**").

22. Die Munisipaliteit het aangedui dat die loods van 'n aansoek noodsaaklik is om toegang tot die Munisipaliteit se noodbehuisingsbeleide te ontsluit en deur middel daarvan vir die Respondente nood alternatiewe akkommodasie te verskaf.

23. Dit is vir daardie rede wat hierdie aansoek, soos vervat in die kennisgewing van mosie, in die eerste instansie geloods word teen die Munisipaliteit (die Eerste Respondent), en daarna teen die okkupeerders, die Tweede en Derde Respondente.

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AGTERGROND TOT AANSOEK:

24. Die agtergrond tot hierdie aansoek is baie belangrik. Die funderende verklaring aangeheg tot die hoof-aansoek bevat volledige besonderhede insake, onder andere, die Respondente se geskiedenis op Kreefgat, die onaanvaarbare lewensstandaarde te Kreefgat, die vuur ramp van Januarie 2015 en die onderhandelinge tussen die Applikante en die Munisipaliteit in die verlede rakende die Respondente se hervestiging vanaf Kreefgat.

25. Hierdie agtergrond word omvattend bespreek in die funderende verklaring. In 'n poging om die herhaling van feite hierin te vermy, versoek ek eerbiediglik dat die funderende verklaring in die hoof-aansoek geïnkorporeer word in hierdie aansoek, asof herhaal hierin.

DIE EX PARTE AANSOEK:

26. Die Applikante kan, weens die getalle van die Respondente, nie getuig van die presiese tydstip wanneer elkeen van die Respondente eerste besit van Kreefgat geneem het nie.

27. Die Eerste Applikant kan egter bevestig dat die tydstip wat sy regvoorganger in titel oordrag van Gedeelte 71 ('n gedeelte van Kreefgat) geneem het gedurende 2003, 'n groot aantal inwoners reeds teenwoordig was op Kreefgat.

28. Die Applikante is nie bewus van die geskiedenis van die Respondente, en meer spesifiek waar hulle vandaan gekom het, voordat hulle okkupasie van Kreefgat geneem het nie. Die Applikante kan wel bevestig dat hulle nooit enige toestemming verleen het aan enige van die Tweede of Derde Respondente om op die eiendom te bewoon nie. Die Applikante het ook nog nooit enige huurgelde van die Respondente ontvang ten opsigte van hulle verblyf nie.

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29. Ek het, op instruksie van die Applikante, die skywe gedateer 22 Julie 2015 (aangeheg en gemerk "**BAE 6**" tot die funderende verklaring) gerig aan die Respondente. Die skrywe is beteken deur die Balju. Die skrywe het die Respondente een kalendermaand se kennis gegee van die beëindiging van enige toestemming of reg van verblyf, in terme waarvan die Respondente okkupasie van Kreefgat geneem het (sonder om te erken dat die Respondente ooit toestemming/regte gehad het). Die skrywe het die Respondente aangemaan om die eiendom te ontruim voor of op 31 Augustus 2015.

30. Die Respondente het versuim, of geweier, om die eiendom te ontruim voor of op 31 Augustus 2015 en is tans steeds in onregmatige okkupasie daarvan.

31. Daar is alternatiewe akkommodasie beskikbaar is vir die Respondente te Erf 527, Jamestown, soos aangedui deur die verteenwoordigers van die Munisipaliteit gedurende die betekenisvolle interaksie gesprekke. Die alternatiewe akkommodasie en gebeurtenisse gedurende die betekenisvolle interaksie word breedvoerig uiteengesit in die funderende verklaring.

32. Die Respondente is nie okkupeerders soos omskryf in die ESTA Wet nie, omdat die Respondente nie toestemming het om op Kreefgat te woon nie. Die Tweede en Derde Respondente is ook nie persone wat enige informele reg op die eiendom in terme van die Wet op Tussentydse Beskerming van Informele Grondregte, Nr. 31 van 1996, het nie.

33. Na 1 Oktober 2015 (by die verstryking van die kennisperiode) geniet die Tweede en Derde Respondente geensins enige toestemming of reg van verblyf op die eiendom nie. Die Tweede en Derde Respondente is gevolglik onregmatige okkupeerders soos omskryf in die Wet.

34. Hierdie tussentydse aansoek word geloods om aan die bepalings van Artikel 4(2) van die PIE Wet te voldoen om aanwysings van hierdie Agbare

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Hof te verkry oor die wyse van betekening op die Respondente, sowel riglyne te versoek met betrekking tot die vorm en inhoud van die kennisgewing kragtens Artikel 4(2) kennisgewing van die PIE Wet.

35. Ek doen aan die hand dat die wyse van betekening soos uiteengesit in die meegaande *Ex Parte* kennisgewing `n billike wyse van betekening is aangesien al die persone geraak deur die aansoek voldoende kennis van die hoof-aansoek sal kry sowel as die datum vir die aanhoor daarvan indien betekening geskied soos versoek.

36. Ek kan ook bevestig dat die Tweede en Derde Respondente Afrikaans magtig is, en dat dit inderdaad hul huistaal is. Hierdie ex parte aansoek word ook geloods in Afrikaans.

37. Die funderende verklaring is afgelê in Engels deur Rolf Werner Zeitvogel van die Eerste Applikant, aangesien hy nie Afrikaanssprekend is nie. Sou enige van die Respondente 'n vertaalde weergawe daarvan vereis sal die Applikante die nodige reëlings tref om daardie Respondente van 'n vertaalde weergawe te voorsien.

38. Ek is geadviseer dat die betekening van die aansoek in die meegaande kennisgewing van mosie aan die volgende vereistes van die Wet voldoen deurdat:

38.1 dit die Tweede en Derde Respondente in kennis sal stel dat verrigtinge in terme van artikel 4(1) van die PIE Wet teen hulle geloods is;

38.2 die Tweede en Derde Respondente in kennis gestel sal word van die datum, tyd en plek waar die aansoek om uitsetting aangehoor sal word, meer as veertien dae voor die aanhoor van hierdie aansoek;

38.3 die Tweede en Derde Respondente ingelig sal word van die gronde van die voorgestelde uitsetting teen hulle;

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2015 -01- 20

38.4 die Tweede en Derde Respondente ingelig sal word van hulle reg om aansoek te doen om Regshulp indien hulle hierdie aansoek om uitsetting wil opponeer en hulle daarvoor kwalifiseer; en

38.5 die Eerste en Vierde Respondente in kennis gestel sal word van die datum, tyd en plek waar die aansoek om uitsetting aangehoor sal word, meer as veertien dae voor die aanhoor van hierdie aansoek.

39. Ek versoek weereens dat die funderende verklaring in die hoof-aansoek geïnkorporeer word in hierdie aansoek, asof herhaal hierin.

40. Ek versoek verder eerbiediglik hierdie Agbare Hof om die aangehegte bevel, soos uiteengesit in die meegaande Ex Parte Kennisgewing, toe te staan.

JACOBUS MARTHINUS GEYSER

Ek sertifiseer dat op **20 Januarie 2015** en in my teenwoordigheid te **Stellenbosch** die verklaarder hierdie verklaring onderteken het, en verklaar het dat hy vertroud is met die inhoud van hierdie verklaring en dit begryp, en dat hy geen beswaar teen die aflê van die voorgeskrewe eed het nie, en die eed as bindend op sy gewete beskou, en die woorde geuiter het: "Ek sweer dat die inhoud van hierdie verklaring waar is, so help my God."

CIVIL COURT

2016 -01- 20

STELLENBOSCH

KOMMISSARIS VAN EDE

Volle naam: Dirk Thomas Meissner

Besigheidsadres: 16 Mill Street, Stellenbosch

Aanstelling: Commissioner of Oath

Gebied: Stellenbosch

Commissioner of Oath

Dirk Thomas Meissner
Cluver Markotter Building
7600 Stellenbosch, South Africa
Date: 20.1.2016
Ref No: 9/1/8/2

Cluver Markotter Inc.
Per: JM Geyser
Tel: 021 808 5600
Fax: 021 886 5420
BBN1683

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STELLENBOSCH
GEHOU TE STELLENBOSCH

SAAKNR: 4042/15

In die *Ex Parte aansoek* van:

BLAAUWKLIPPEN AGRICULTURAL ESTATES STELLENBOSCH (PTY) LTD	Eerste Applikant
EDWIN DANIEL FEBRUARY	Tweede Applikant
WESLEY EVEREST FEBRUARY	Derde Applikant

en

STELLENBOSCH MUNISIPALITEIT	Eerste Respondent
DAARDIE OKKUPEERDERS GELYS IN DIE AANHANGSEL GEMERK "NOM 1" SOOS AANGEHEG TOT DIE KENNISGEWING VAN MOSIE	Tweede Respondente
ENIGE ANDER PERSONE WOONAGTIGE TE KREEFGAT INFORMELE NEDERSETTING, WEBERSVALLEI PAD, JAMESTOWN, STELLENBOSCH	Derde Respondente
DEPARTEMENT LANDELIKE ONTWIKKELING EN GRONDHERVORMINIG	Vierde Respondent

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HOFBEVEL IN TERME VAN ARTIKEL 4(2) VAN DIE WET OP DIE VOORKOMING VAN ONWETTIGE UITSETTING EN ONREGMATIGE BESETTING VAN GROND, WET 19 VAN 1998

Hiermee word beveel dat:

1. Die Eerste tot Vierde Respondente in kennis gestel word, in terme van die bepalings van Artikel 4(2) van die Wet op die Voorkoming van Onwettige

Cluver Markotter Ing
Per: JM Geyser
Tel: (021) 808 5600
BBN1681

Uitsetting en Onregmatige Besetting van Grond, Wet 19 van 1998, (hierna "**die Wet**"), van die aansoek om 'n uitsettingsbevel (soos uiteengesit in die kennisgewing van mosie) deur die betekening van die Artikel 4(2) kennisgewing in terme van die Wet, soos aangeheg, tesame met hierdie Ex Parte aansoek en bykomende beëdigde verklarings met aanhangsels en die hofbevel wat deur hierdeur versoek word (hierna "**die dokumente**").

2. Die dokumente deur die Balju van hierdie Agbare Hof beteken word op die volgende wyse:

   (i) deur betekening van die dokumente op die Munisipale Bestuurder van die Stellenbosch Munisipaliteit (die Eerste Respondent) by sy/haar kantore te Pleinstraat, Stellenbosch;

   (ii) deur betekening op die Tweede Respondente, in terme van die Reëls van die Agbare Hof, by hul onderskeie wonings te Kreefgat Informele Nedersetting, Webersvalleipad, Jamestown, Stellenbosch ("**Kreefgat**"), welke besonderhede van die Tweede Respondente uiteengesit is in die aanhangsel aangeheg tot die kennisgewing van mosie in die hoof-aansoek, gemerk "**NOM 1**";

   (iii) deur betekening van die dokumente in terme van die Reëls van die Agbare Hof op enige ander persone teenwoordig te Kreefgat (die Derde Respondente), ten tyde van die voorgenoemde betekening op die Tweede Respondente;

   (iv) deur 'n kopie van die dokumente aan die voordeur van elke struktuur te Kreefgat aan te heg;

   (v) deur betekening van die dokumente op die Departement van Landelike Ontwikkeling en Grondhervorming te Langstraat 14, Kaapstad.

3. Dat die Agbare Hof die inhoud van die aangehegte Artikel 4(2) Kennisgewing goedkeur.

4. Dat die Agbare Hof beveel dat die Artikel 4(2) Kennisgewing wat in terme van hierdie bevel beteken is, in Afrikaans beteken moet word en in geen ander amptelike taal van die Republiek van Suid-Afrika nie.

5. Dat die dokumente, soos beveel, 14 hofdae voor die verhoor van die aansoek om uitsetting, op die voorgenoemde wyse beteken word.

OP LAS

LANDDROS VAN DIE SIVIELE HOF

MAGISTRATE
Private Bag X5009, Stellenbosch 7600
2015 -01- 20
TWO
STELLENBOSCH
MAGISTRATE'S COURT

Cluver Markotter Ing
Per: JM Geyser
Tel: (021) 808 5600
BBN1681

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STELLENBOSCH
HELD AT STELLENBOSCH

Case number: 4042/15

In the matter between:

BLAAUWKLIPPEN AGRICULTURAL ESTATES (PTY) LTD	First Applicant
EDWIN DANIEL FEBRUARY	Second Applicant
WESLEY EVEREST FEBRUARY	Third Applicant

CLERK: CIVIL COURT
2015 -12- 22
STELLENBOSCH
KLERK: SIVIELE HOF

and

STELLENBOSCH MUNICIPALITY	First Respondent
THOSE OCCUPIERS LISTED IN THE ANNEXURE MARKED "NOM 1" ATTACHED TO THIS NOTICE OF MOTION	Second Respondents
OTHER PERSONS RESIDING AT THE KREEFGAT INFORMAL SETTLEMENT, WEBERSVALLEI ROAD, JAMESTOWN, STELLENBOSCH	Third Respondents
DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM	Fourth Respondent

---

NOTICE OF MOTION

Cluver Markotter Inc.
Per: JM Geyser
Tel: 021 808 5600
Fax: 021 886 5420
BBN1679

TAKE NOTICE that the Applicants intend to make application to this Court for an order in the following terms, that:

1. First Respondent be compelled to provide emergency alternative accommodation to the Second and Third Respondents in terms of its emergency housing policy;

2. The Honourable Court determine a just and equitable date on which the First Respondent must have emergency alternative accommodation available for the relocation of the Second and Third Respondents from the property;

3. The Second and Third Respondents be evicted from the property generally known as the Kreefgat Informal Settlement, Webersvallei Road, Jamestown, Stellenbosch ("**the property**"), with the property descriptions Portion 71 (a portion of Portion 31) of the Farm Blaauwklip, No 510, and Portion 9 (a portion of Portion 4) of the Farm Blaauwklip, No 510, in the Municipality and Registration Division of Stellenbosch, Province of the Western Cape;

4. The Honourable Court determine a just and equitable date on which the Second and Third Respondents must vacate the property;

5. The Honourable Court determine a date on which an eviction order may be carried out if the Second and Third Respondents fail, or refuse, to give vacant occupation of the property to the Applicants by the date as set out in paragraph 4 above;

6. Further and/or alternative relief.

Cluver Markotter Inc.
Per. JM Geyser
Tel: 021 808 5600
Fax: 021 886 5420
BBN1679

AND TAKE FURTHER NOTICE THAT the annexed affidavit of **ROLF WERNER ZEITVOGEL,** together with the annexure thereto, and the confirmatory affidavits of Second and Third Applicants, will be used in support of this application.

TAKE NOTICE FURTHER THAT the Applicants has appointed **CLUVER MARKOTTER INC.**, at the address below, where the Applicants will accept notice and service of all documents in these proceedings.

AND FURTHER TAKE NOTICE THAT if you intend to oppose this application, you are required to notify the Applicants, or the Applicants' attorney, in writing on or before **28 JANUARY 2016** and within 15 days after you have so given notice of your intention to oppose the application, to file your answering affidavits, if any; and further that you are required to appoint in such notification an address referred to in Rule 55(1)(g) at which you will accept notice and service of all documents in these proceedings.

MAGISTRATE
Private Bag X5009, Stellenbosch 7600
TWO
STELLENBOSCH
MAGISTRATES COURT

If no such notice of intention to oppose is given, application will be made on ~~11~~ 18 **FEBRUARY 2016** at **09h00**, or as soon thereafter as the matter may be heard, for an order in terms of prayers 1 to 5 of this Notice of Motion.

SIGNED AT **STELLENBOSCH** THIS **22nd DAY** OF **DECEMBER 2015**

CLUVER MARKOTTER INC
Attorneys of Applicants
Per: JM GEYSER
1st Floor, Cluver Markotter
Building, Mill Street
STELLENBOSCH
Tel: (021) 808 5600
Fax: (021) 886 5420
Ref: KGR/bbn/BLA07/0041

TO:
THE CLERK OF THE ABOVE HONOURABLE COURT
STELLENBOSCH MAGISTRATE'S COURT

AND TO:
THE MUNICIPAL MANAGER:
THE STELLENBOSCH MUNICIPALITY
First Respondent
Plein Street
STELLENBOSCH
7600

[By Sheriff]

AND TO:
ALL THOSE OCCUPIERS LISTED IN
THE ANNEXURE MARKED "NOM 1"
ATTACHED TO THE NOTICE OF MOTION
Second Respondent
Kreefgat Informal Settlement
Farm Blaauwklip, Webersvallei Road
Jamestown
STELLENBOSCH
7600

[By Sheriff]

AND TO:
ALL OTHER PERSONS RESIDING AT
THE KREEFGAT INFORMAL SETTLEMENT,
WEBERSVALLEI ROAD, JAMESTOWN,
STELLENBOSCH
Third Respondent
Kreefgat Informal Settlement
Farm Blaauwklip, Webersvallei Road
Jamestown
STELLENBOSCH
7600

[By Sheriff]

Cluver Markotter Inc.
Per: JM Geyser
Tel: 021 808 5600
Fax: 021 886 5420
BBN1679

AND TO:
THE DEPARTMENT OF RURAL DEVEOPMENT
AND LAND REFORM
Fourth Respondent
Long Street 14
CAPE TOWN
8000

[By Sheriff]

Cluver Markotter Inc.
Per: JM Geyser
Tel: 021 808 5600
Fax: 021 886 5420
BBN1679

"NOM1"

Families residing in Kreefgat - Jamestown

	A	B	C	D	J
1	STRUCTURE	SURNAME	NAMES	ID	
2	KG17H	Adams	Salmon	660517 5220 08 6	
3		Adams	Carolina	681009 0154 08 5	
4		Adams	Ashely		
5		Adams	Aluiro	811026 5117 08 4	
6	KG17.A	Adams	Charlie	640126 5770 08 5	
7	KG24	Adonis	Hendrik	610110 6064 08 8	
8	KG20D	Ambraal	Brian	730113 5166 08 5	
9	KG19	Arendse	Shirley	680904 0576 08 2	
10	KG10E	Arnolds	Priscilla	770317 0187 08 4	
11	JT1B	Arries	Annie	670810 0905 08 4	
12	Hendrik 2	Booysen	Ms		
13	Hendrik 2	Booysen	Mr		
14	Dwelling 3	Booysen	Mr		
15	Dwelling 3	Booysen	Mr.		
16	JT17F	Botha	Phillips	850617 5274 08 1	
17	JT18E	Briesies	Christeline	731225 0073 08 9	
18	JTA14	Brown	Ms		
19	KG14A	Brown	Desiree	890509 1239 08 9	
20	KG17D	Cilliers	Katrina	550120 0815 08 4	
21	KG17I	Cilliers	Wilfred	850402 5340 08 7	
22	JT21	Claasen	Joseph	670221 5536 08 2	
23	KG21B	Claasen	Shelma	710129 0616 08 4	
24	KG18F.2	Claasen	William	640313 6106 08 5	
25	JT22C	Coert	Susanna	811216 0208 08 3	
26	KG03E	Coetzee	Janette	900419 0217 08 6	
27	JT20A	Coetzee	Abraham	650517 5202 08 0	
28	KG22G	Danster	Bennie	800223 5196 08 4	
29	KG21D	Deysei	Julian	710701 5225 08 5	
30	KG16B	Davids	Francis	740303 0165 08 7	
31	JT14B	Diedericks	Berenice	891114 0322 08 2	
32	JT23A	Engelbrecht	Andrew	890703 5191 08 7	
33	JT28	Engelbrecht			
34	JT21E	Hendricks	Christepher E	821225 5132 08 9	
35		Fischer	Kelvin	870524 5153 08 1	
36	KG03F.2	Fredericks	John	810517 0196 08 2	
37	JT22C	Fischer	Marlene	850827 0214 08 7	
38	JT18B	Hael	Pauline	820906 0148 08 6	
39		Hendricks	Andrew		
40		Hendricks	Vivian	890321 5255 08 4	
41	KG08A	Hartnick	Alcano	830806 0143 08 7	
42	JT21	Hendricks	Manie	651113 5198 08 3	
43	KG17 A.2	Hester	Marthinus	511121 0625 08 3	
44		Hoffman	Elliot		
45		Januarie	Rene	760909 0142 08 5	
46	KG17B	Januarie	Elton	800728 5217 08 6	
47	17J	Januarie	Louise	720312 0158 08 7	
48	JT17C	Januarie	Susanna	750714 0197 08 5	
49	KG01	Julies	Nicholas	400614 5501 08 9	
50		Jooste	Christian	461217 5149 08 5	

Families residing in Kreefgat - Jamestown

	A	B	C	D	J
51		Jooste	Paul M	720519 5668 08 0	
52	15B	Koopman	Marta	710424 0248 08 1	
53	JT21C	Lewis	Christo	760308 5642 08 4	
54	KG17G	Linders	Ms		
55		Louw	Elize	761214 0514 08 4	
56		Ludick	Ricardo	830830 5210 08 9	
57	KG17A.2	Marthinus	Hester	511151 0625 08 3	
58	KG13C	Matthyse	Charon	881109 0176 08 4	
59	JT13A	Mathyse	Roexelle	830725 0277 08 5	
60		Michaels	Jacques		
61	JT18F	Michaels	Jacomina	710304 0085 08 1	
62	KG21B.1	Muller	Abraham	740323 5205 08 4	
63	JT16A	Muller	Alice	370626 0098 08 1	
64	16E	Muller	Marius	760322 5217 08 6	
65	JT14A	Moses	Eben	910204 5239 08 9	
66	JT20C	Newman	Elvino Elton	840827 5232 08 7	
67	JT20C	Newman	Rowena, A	871016 0190 08 4	
68	JT20B	Newman	Yvonne, Ma	670727 0083 08 6	
69		Pieterse	Lezil Victoria	860125 0132 08 8	
70	KG15A	Pieterse	Ben	560222 5135 08 4	
71	KG15C	Pieterse	Glenda	920221 0257 08 8	
72	JT18A	Pietersen	Carmen	830301 0303 08 9	
73	JT18C	Pietersen	Kamies	540827 5092 08 8	
74	18E	Pietersen	Adrian	850827 6373 08 5	
75		Pietersen	Roelien	881024 1018 08 8	
76	KG18J	Rhode	Joylene	891203 0189 08 6	
77	KG18G	Schroeder	Attie	590428 5163 08 3	
78	JT18G	Schroeder	Irene	580705 0961 08 8	
79		Schroeder	Mariane	780410 0386 08 3	
80	JT18H	Schroeder	Melvin	810220 5343 08 6	
81	JT18B	Smith	Hilton	790413 5125 08 2	
82		Smith	Johnny		
83		Victor	Mr		
84	17E	Visser	Jeremy, Hilton	751005 5260 08 8	
85	JT23A	Williams	Lenie	500424 0778 08 1	
86	JT18K	Williams	Lesley-Anne	941113 0211 08 9	
87	JT18D	Williams	Anelda	701114 0112 08 7	
88	JT25	Williams	Liehana	880622 0065 08 2	
89		Williams	Julena	760714 0127 08 0	
90		Alexander	Dora	610505 1204 08 0	
91	JT28A	Alexander	Mariene	870214 0419 08 9	
92	JT27A	Engelbrecht	Eva		
93	JT27A	Engelbrecht	Abraham	820619	
94	JT28B	Alexander	Liezel	820405	
95	JT28C	Alexander	Mornay		
96		Fortuin	William		
97	JT28	Nqoji	Sangusele	4302065200087	

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STELLENBOSCH HELD AT STELLENBOSCH

Case number:

In the matter between:

BLAAUWKLIPPEN AGRICULTURAL ESTATES (PTY) LTD	First Applicant
EDWIN DANIEL FEBRUARY	Second Applicant
WESLEY EVEREST FEBRUARY	Third Applicant

and

STELLENBOSCH MUNICIPALITY	First Respondent
THOSE OCCUPIERS LISTED IN THE ANNEXURE MARKED "NOM 1" ATTACHED TO THE NOTICE OF MOTION	Second Respondents
ALL OTHER PERSONS RESIDING AT THE KREEFGAT INFORMAL SETTLEMENT, WEBERSVALLEI ROAD, JAMESTOWN, STELLENBOSCH	Third Respondents
DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM	Fourth Respondent

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FOUNDING AFFIDAVIT

I, the undersigned,

ROLF WERNER ZEITVOGEL

Cluver Markotter Inc.
Per: JM Geyser
Tel: 021 808 5600
Fax: 021 886 5420
BBN1656

declare under oath as follows:

1. I am an adult male businessman acting in my capacity as Managing Director of the First Applicant. I am the Cellar Master in the employ of the First Applicant at its place of business at Blaauwklippen Vineyards, Strand Road, R44, Stellenbosch.

2. I am duly authorised to depose to this affidavit on behalf of the First Applicant as per the attached resolution (marked Annexure "**BAE 1**") signed by the directors of the First Applicant.

3. The facts referred to below fall within my personal knowledge, unless stated to the contrary, or the context indicates otherwise, and is to the best of my knowledge true and correct. Where facts do not fall within my personal knowledge, I established these facts from documentation in my possession and/or control and/or to which I have access.

4. Where I rely on legal submissions, it is done on the advice of the Applicants' legal representatives, which advice I verily believe to be true and correct.

THE PARTIES

5. The First Applicant is **BLAAUWKLIPPEN AGRICULTURAL ESTATES (PTY) LTD**, with registration number 1972/000312/07, a company duly incorporated in accordance with the company laws of South Africa, with its registered address at R44, Strand Road, Stellenbosch. In this regard see the attached company search marked Annexure "**BAE 2**".

6. The First Applicant is the registered owner of the property described as the Remainder of Portion 71 (a portion of Portion 31) of the Farm Blaauwklip, No 510, in the Municipality and Division of Stellenbosch, Province of the

Western Cape, held under Deed of Transfer No T34249/2015 ("**Portion 71**"). In this regard see the deed search attached and marked Annexure "**BAE 3**".

7. The Second Applicant is **EDWIN DANIEL FEBRUARY**, a major businessman in the employ of BL Williams Construction (Pty) Ltd with business address at c/o R304 and Bottelary Road, Stellenbosch.

8. The Third Applicant is **WESLEY EVEREST FEBRUARY**, a major businessman in the employ of Sippel & De Lange with business address at c/o Techno and Electron Roads, Technopark, Stellenbosch.

9. The Second and Third Applicants are brothers and will hereinafter together be referred to as "**the February's**", unless they are referred to individually.

10. The February's are the registered joint co-owners of the property with title deed description Portion 9 (a portion of Portion 4) of the Farm Blaauwklip, No 510, in the Municipality and Division of Stellenbosch, Province of the Western Cape, held under Deed of Transfer No T62575/1996 ("**Portion 9**"). In this regard see the deed search attached and marked Annexure "**BAE 4**".

11. Portion 71 together with Portion 9 is generally known as the Kreefgat Informal Settlement (hereinafter referred to as "**Kreefgat/the property**").

12. The First Respondent is the **STELLENBOSCH MUNICIPALITY**, the local authority under whose jurisdiction the property falls. Their address is Plein Street, Stellenbosch. They are joined so that they can, in terms of Section 7 of the Prevention of Illegal Evictions and Unlawful Occupation Act, 18 of 1998 ("**the PIE Act**"), facilitate the required mediation between the parties, and provide emergency housing, as Respondents all qualify therefore. The role of the Municipality will be dealt with later in this application.

13. The Second Respondents are those occupiers listed in the attached document, marked "**NOM 1**". The Second Respondents are the occupiers known to be resident on Kreefgat by die Applicants. Kreefgat is situated within the area of jurisdiction of this honourable court. The full and further particulars of the Second Respondents are unknown to the Applicants. The list is a compilation of the lists compiled by the First Applicant's agent, the records of persons who reside at Kreefgat furnished by the Stellenbosch Municipality and the names listed on the Sheriff's returns of service when the letter, dated 22 July 2015 (which is fully discussed below), was served on the Second Respondents.

14. It is impossible for the Applicants to confirm who exactly is resident on Kreefgat and the full particulars of the said persons, due to the magnitude of this application, the number of occupiers involved, and the general nature of informal settlements. The Applicants also have no relationship with the people resident at Kreefgat. It would also seem that people are moving off from Kreefgat and others move onto Kreefgat. Two examples of such persons moving onto Kreefgat would be Jacques Michaels (number 60 on the annexed list, marked "**NOM 1**") and Ashley Adams (number 4 on the annexed list, marked "**NOM 1**").

15. The Applicants therefore wish that any order that the Honourable Court may grant against those occupiers listed in Annexure "**NOM 1**", also be binding on any such other person or persons resident on Kreefgat (the Third Respondents).

16. The Third Respondents could therefore be described as any other person or persons residing on Kreefgat that is not listed in Annexure "**NOM 1**" as a Second Respondent.

17. The Second and Third Respondents will hereinafter collectively be referred to as "**the Respondents**", if not referred to otherwise.

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18. This application for eviction is brought against the Respondents, residing on Kreefgat, except the following persons, and all who hold under them, who reside in the houses and structures on the section of Portion 9 next to the road at the graveyard, being:

18.1 Elizabeth Vermeulen;
18.2 Johan Vermeulen;
18.3 Louise Vermeulen;
18.4 the children of Johan and Louise Vermeulen;
18.5 Isabelle Vermeulen;
18.6 Abe Vermeulen;
18.7 Barend Pietersen;
18.8 Ann Pietersen;
18.9 Zayne Pietersen; and
18.10 all who hold under the abovementioned persons.

19. The Fourth Respondent is the **DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM,** a government department with provincial offices at 14 Long Street, Cape Town. The Fourth Respondent is the government department to which the administration of the Extension of Security of Tenure Act, 62 of 1997 ("**the ESTA Act**") is assigned. Should the ESTA Act be applicable to some of the occupiers (which is not admitted), it is a requirement in terms of Section 9(3) of the ESTA Act that a report must be requested from the Fourth Respondent in order for the court to be informed of the circumstances of the Respondents.

THIS APPLICATION:

20. The main purpose for lodging this eviction application is to force the First Respondent, to uphold their constitutional duty in providing emergency accommodation, in terms of its relevant policies, to the Respondents.

21. The First Respondent has already (repeatedly, as is discussed below) indicated that it has reserved positions for the Respondents in its

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Jamestown Housing Project on Erf 527, Jamestown, Stellenbosch ("**Erf 527**")

22. The First Respondent indicated that it required the lodging of an eviction application in order for the Respondents to be granted access to the assistance of its emergency housing policies. It is in terms of these policies that the First Respondent will provide emergency housing to the Respondents.

23. This is one of the main reasons for the lodgement of this eviction application, against the First Respondent in the first instance, and then the occupiers, being the Second and Third Respondents.

BACKGROUND TO THIS APPLICATION:

24. The First Applicant is the holding company of Cape Dutch Estates Stellenbosch (Pty) Ltd ("**Cape Dutch**"), who purchased Portion 71 from the previous owner during 2003. Portion 71 was then transferred to the First Applicant during 2015 as part of a restructuring of the company. Cape Dutch is full subsidiary of the First Applicant. The First Applicant and Cape Dutch also have the same directors in common.

25. Cape Dutch was therefore the predecessor in title to First Applicant. First Applicant therefore stepped into the shoes of Cape Dutch in respect of this matter and the settlement negotiations between the Respondents and the First Respondent. Both Cape Dutch and First Applicant was at all times represented by myself, as the "on site" Director in charge of both companies' daily operations.

26. When Cape Dutch took transfer of Portion 71 in 2003, Kreefgat had already been occupied by a number of occupiers ("**the occupiers**"). The occupiers consisted of both lawful and unlawful occupiers, with the majority being unlawful. The occupiers had erected informal structures on Kreefgat.

27. The Portion 71 was bought by Cape Dutch with the purpose to develop it and relocate all its employees thereto. It could however not materialise due to the illegal occupation of Portion 71.

28. Immediately subsequent to taking transfer of Portion 71, Cape Dutch entered into negotiations with the First Respondent regarding the relocation of the occupiers from Portion 71. The First Respondent already at that stage (during 2003) indicated that these occupiers would in future be relocated to a Municipal housing scheme within Jamestown. This however never happened.

29. One of the main reasons for Cape Dutch's requests in this regard was the poor living conditions faced by the occupiers in Kreefgat and the health and safety risks posed by these conditions to the occupiers, as well as the environmental impact of the informal settlement (with its concomitant lack of services).

30. A water analysis study that had been done by the Environmental Department of the De Zalze Golf Estate's Home Owners Association, found that the water at Kreefgat and surrounding area has a very high E.coli count. These are highly dangerous and unfavourable conditions (not only for the Respondents and the surrounding community) but also the First Applicant who is a wine producer. The quality of the water has a direct influence on the quality of the grapes and wine produced by the First Applicant.

31. The infrastructure in Kreefgat is (and always was) rudimentary. Although there are a number of street lights (which was only erected because of Cape Dutch's efforts), there are no electrical connections to the individual dwellings. Water is supplied by the First Respondent from Webersvallei Road by means of a single 25mm PVC pipe to a number of fresh water points on Kreefgat. As there is no sewer connection, to the dwellings, the bucket system is still in operation. There were even some stages when the First Respondent neglected or failed to collect the sewerage. Sometimes

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during the winter months Cape Dutch had to collect the sewerage, as the First Respondent's collection vehicle could not enter Kreefgat due to the muddy roads. The First Respondent has also threatened to stop with assistance with the sewerage removal in the past. As the removal of the sewerage in the winter months are not always consistent, the Respondents discard of the over running buckets amongst the informal structures (and surrounding areas), which poses further health risks for the community and the environment.

32. Although the Cape Dutch instructed and paid Bart Senekal Civil Engineers to design a sewerage system, the First Respondent refused to install same "*as it would be a waste of money*" to install toilets shortly before the community was due to be moved to a new housing project at Erf 527, Jamestown. Whilst the housing project had (still) not materialised the occupiers were forced to continue to live in these poor living conditions. The community also had a history of being plagued (and continues to be plagued) by a high crime rate and several drug dealers and shebeens have been operating from the premises.

33. In a further attempt to better the conditions in Kreefgat, Cape Dutch entered into negotiations with ESKOM for the provision of electricity to the occupiers of Kreefgat. The cost of the infrastructure required to provide this service was unfortunately prohibitive and could not be met by Cape Dutch alone. These negotiations did however result in the provision of street lighting on the main access route within Kreefgat.

34. Unfortunately, notwithstanding the First Applicant and Cape Dutch's tireless efforts, the living conditions at Kreefgat remain extremely unfavourable and unsafe. There are still very few, to no, services being supplied to Kreefgat. The infrastructure is of a very poor quality and the occupiers' general living conditions are substandard. The winter conditions in Kreefgat are very wet and damp, with storm water run down.

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35. The First Applicant and Cape Dutch has always acted with consideration towards the occupiers, even though it has no (and never had any) legal or other connection with the residents/occupiers, or legal responsibility to do so.

36. During 2006 Cape Dutch threatened the First Respondent with an application for all of the occupiers' eviction, but this was withdrawn when the First Respondent reiterated its intention to resolve the matter outside of court by relocating the occupiers. Again, the First Respondent (at the time) failed to deliver on its undertakings to assist the Cape Dutch in relocating the occupiers from Portion 71.

THE FIRE DISASTER:

37. On 14 January 2015 a devastating fire broke out on a section of the First Applicant's property, in which numerous people were adversely affected. As it is an informal settlement without any building regulations, and the building materials used by the occupiers are highly flammable, the fire spread quickly and it resulted in about thirty (30) informal structures being destroyed completely and some of the others being severely damaged.

38. Cape Dutch exercised some pressure on the First Respondent and after negotiations an agreement ("**the relocation agreement**") between Cape Dutch, the First Respondent and the Occupiers of the Kreefgat Informal Settlement was concluded on 15 February 2015. See attached a copy of the relocation agreement marked "**BAE 5**".

39. In terms of the relocation agreement Cape Dutch made the first financial contribution of R800 000.00 (Eight Hundred Thousand Rand) to the First Respondent. The first financial contribution was utilised to assist the fire victims in temporarily relocating from Kreefgat to the Municipal property known as Erf 527 ("**Erf 527**"). The fire victims consist of:

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39.1 The families of the 33 informal structures that were destroyed/damaged by the fire; as well as

39.2 a further 10 families, whose structures were not destroyed by the fire. These structures were situated on the Blaauwklip River bank, below the flood line. It was therefore necessary to demolish it and relocate the occupants.

(The 43 families will throughout hereinafter collectively be referred to as "**the fire victims**").

40. The relocation agreement further provided a permanent solution to all the parties concerned, being that the fire victims will ultimately be relocated within Erf 527, to the Municipality's planned Jamestown housing project, when Phase 2 thereof is implemented. The First Applicant will make a second financial contribution, of R1 700 000.00, to assist in the achievement of the final solution. The total financial contribution by First Applicant will amount to R2 500 000.00 (Two And A Half Million Rand). This is just in respect of the Fire Victims.

41. The living conditions of the fire victims already improved with their temporary relocation to Erf 527. They now have access to a central toilet system (as opposed to the bucket system currently in operation at Kreefgat), running fresh water, a temporary structure, safer conditions for the children and recently electricity was supplied to Erf 527.

42. After the relocation of the fire victims, about 54 households remain at Kreefgat.

43. The Applicants are desirous to have these remaining households (who are essentially the Respondents in this matter) relocated, in co-operation with the Kreefgat community and the Municipality, in a similar fashion as was done with the fire victims.

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44. Discussions regarding the Respondents' relocation from Kreefgat have already commenced between the Applicants, the Municipality and the Respondents.

RELOCATION DISCUSSIONS WITH THE RESPONDENTS:

45. A letter, dated 22 July 2015 ("**the letter**"), which was written in Afrikaans (the Second and Third Respondents' home language) was addressed to the Respondents and served on the Respondents by the Sheriff. See attached a copy of the letter marked Annexure "**BAE 6**" and copies of the Sheriff's returns of service marked Annexure "**BAE 7**". The letter was further put on a notice board which was displayed at the entrance of Kreefgat.

46. One aspect of the letter (the rest will be dealt with below) was to invite the Respondents to a meeting with the First Applicant and its legal representative. The meeting was scheduled for 18h30 on 28 July 2015 at the Ward Office in Jamestown.

47. The letter encouraged the Respondents to bring their legal representatives along to the meeting.

48. The Respondents were invited (in the letter) to engage with the First Applicant, its legal representative, in open discussion regarding:

48.1 the termination of the consent, of those occupiers who had consent to reside on Kreefgat (which is not admitted), (the termination will be discussed fully below); and

48.2 the manner in which the First Applicant can assist the Respondents in relocation from Kreefgat.

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49. On 28 July 2015 the meeting ("**the meeting**") was conducted by the First Applicant's legal representative Mr. Geyser ("**Geyser**"), where I was also present.

50. During the meeting Geyser explained the purpose for calling the meeting, which can be summarised as follows:

50.1 That Cape Dutch in the past engaged with the First Respondent in order to have the occupiers of Kreefgat relocate to a location where they had access to better services, and could live in better conditions, than which they currently found themselves in.

50.2 That during the discussions with the First Respondent, the First Applicant was advised that, in order to obtain the assistance from the Municipality and unlock public funding, an eviction application had to be lodged against the occupiers. The First Respondent has the duty to provide emergency housing to those occupiers who will be left homeless should an eviction order be granted in terms of the ESTA of PIE Acts.

50.3 The meeting was also a platform to address any questions and uncertainties that the Respondents might have had regarding their relocation from Kreefgat.

51. A small number of persons, including persons who were not resident in Kreefgat, attempted to disrupt the meeting and was censured by some of the occupiers in this regard.

52. At this stage it became clear that the Respondents, who were interested in hearing what Geyser had to say on behalf of the First Applicant, regarding their relocation, became frustrated with the presence of the disruptors of the meeting.

53. It had become clear at this heated point during the meeting that the initial objectives that the First Applicant had with the meeting (as set out above)

was not going to be fully achieved. Geyser then informed the Respondents that those that wish to discuss their relocation from Kreefgat and had questions regarding this could come to Geyser's offices to have a discussion.

54. Since the letter was served on the Respondents, there were a number of occupiers of Kreefgat, whom did not receive the letter as the Applicants were unaware of their presence on Kreefgat, alternatively the Sheriff neglected to serve the letter on them. These occupiers contacted Geyser and requested whether that they may too form part of the relocation discussion, as they are desirous to relocate. In this regard see the attached letter marked "**BAE 8**".

55. Another purpose of the meeting was to re-establish the Kreefgat Informal Settlement Committee, whom Cape Dutch and the First respondent dealt with directly during the fire disaster negotiations. Due to the disruption of the meeting, the establishment of this committee could not be fully discussed during the meeting.

56. It is the Applicants submission that the majority of the Respondents are willing and ready to relocate from Kreefgat, but that there is a small number of disruptors who are standing in their way of having meaningful discussions with the Applicants.

TERMINATION OF RIGHT OF RESIDENCE:

57. The letter (attached and marked "**BAE 6**") gave the Respondents one calendar month's notice of the termination of any form of consent that they might have had (without admitting that they ever had consent) to reside on Kreefgat on 31 August 2015. The Applicants submit that this is fair notice as it is notice similar to the notice required to terminate a lease agreement on a month to month basis.

58. The letter further:

58.1 informed the Respondents that their presence on Kreefgat subsequent to 31 August 2015 will be unlawful and that they should commence with a diligent search to obtain alternative housing after the aforementioned date;

58.2 informed the Respondents that the Applicants are preparing to have meaningful engagements with the First Respondent in order to force it to assist the Respondents in their relocation;

58.3 warned the Respondents that only having discussions with the first will not unlock the desired reaction from the First Respondent (as eventually transpired), and that legal proceedings were necessary.

58.4 reserved the Applicants' right to approach a competent court for an eviction order, as the Applicants are doing now;

58.5 informed the Respondents that an eviction application will be accompanied by a prayer in the notice of motion (as set out in the Notice of Motion annexed hereto), to compel the First Respondent to abide by its Constitutional duty in providing emergency alternative accommodation to the Respondents (who will be rendered homeless should they be evicted).

58.6 expressed the Applicants' view that the above specific prayer in the Notice of Motion would prevent any of the Respondents, from being rendered homeless through this application.

58.7 The Respondents (expectedly) failed to adhere to the letter by not relocating from Kreefgat on or before 31 August 2015.

59. After the letter was served on the Respondents and the meeting was held with the Respondents (on 28 July 2015), the Applicants commenced with a

process of "meaningful engagement discussions" with the First Respondent.

MEANINGFUL ENGAGEMENT DISCUSSIONS WITH MUNICIPALITY:

60. There have been two "meaningful engagement discussions" ("**meaningful engagements**") between the First Respondent and the Applicants [with the legal representative (Geyser) of Applicant and the in-house legal personnel of the Municipality being present] on 20 Augustus 2015 and 18 November 2015.

61. The First Respondent has acknowledged its constitutional duty towards the Kreefgat Community throughout the First Applicant's discussions with it. Throughout these meaningful engagements the First Applicant also (repeatedly) indicated its willingness to assist the Respondents with their relocation by contributing in some way or another (monetary or otherwise) (as was done with the fire victims).

62. The First Respondent confirmed during the meaningful engagement on 18 November 2015 that it has reserved spots for the Respondents in the Jamestown housing project, Erf 527. The First Respondent agreed that the Respondents should be relocated within Jamestown as they have been resident in the area for many years.

63. The First Respondent further confirmed that in order for it to assist the Respondents in terms of its emergency housing programme, it requires a financial contribution from the Applicants and an eviction application to be lodged, which is why the Applicants now lodge this application.

64. The First Applicant again reaffirmed its willingness to make a financial contribution, as was done with the fire victims.

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THIS APPLICATION FOR EVICTION AND THE UNLAWFUL OCCUPATION OF THE RESPONDENTS:

65. The Applicants cannot attest to the exact time when each of the Respondents took occupation of Kreefgat, due to the large number of occupiers which reside on Kreefgat.

66. The First Applicant can however confirm that when Cape Dutch took transfer of Portion 71 (a portion of Kreefgat) during 2003, a great number of occupiers were already present at Kreefgat.

67. The Applicants are not aware of the history of the Respondents and where they came from before they were resident at Kreefgat. The Applicants can however confirm that they never gave any consent to any of the Second or Third Respondents to stay on the property and that they never received any rent from such occupiers in respect of their tenure.

68. The Applicants' attorneys addressed the letter (marked Annexure "**BAE 6**") to the Respondents, on behalf of the Applicants. The letter terminated any consent or right of residence in terms of which the Respondents occupied Kreefgat (without admitting that the Respondents ever had consent/rights).

69. The letter further gave the Respondents one calendar month's notice to vacate the property on, or before, 31 August 2015. The Respondents failed, or refused, to vacate the property on or before 31 August 2015 and still remain in unlawful occupation of the property.

70. There is alternative accommodation available (or can be made available by the First Respondent) to the Respondents, as indicated by the representatives of the First Respondent during the meaningful engagements (as set out above).

71. The Respondents will be relocated from Kreefgat to temporary alternative housing on the First Respondents property, being Erf 527, Jamestown, with

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the assistance of the Applicants' monetary contribution (similar as was done with the fire victims). This will be a temporary solution until such time when the Municipality implement the Jamestown housing project, Erf 527, whereafter the Respondents will be relocated to permanent housing. Again the First Applicant will be called upon and will make a further contribution in terms if the permanent solution.

72. The Respondents are currently occupying the property without the Applicants' express or tacit consent or without any right in law to occupy the property. The Respondents are accordingly unlawful occupiers as defined in the PIE Act.

73. The Respondents are not occupiers as described in the ESTA Act, as the Respondents do not have consent to reside on Kreefgat, and the Respondents are not persons whose informal right to land falls within the scope and protection of the provisions of the Interim Protection of Informal Land Rights Act, No 31 of 1996.

74. This is accordingly an application for the eviction of the Second and Third Respondents from Kreefgat in terms of the PIE Act.

75. This Honourable Court has the necessary jurisdiction to hear this application as Kreefgat is situated within the jurisdiction of this Honourable Court. This court is further authorised to grant any order in terms of Section 9 of the PIE Act.

PREJUDICE SUFFERED BY APPLICANTS:

76. The Applicants are currently being prejudiced and will continue to be adversely affected and suffer prejudice, should the court not grant an eviction order, for reasons stated below.

77. It is the Applicants submission that this prejudice suffered by the Applicants by far outweighs the prejudice that the Respondents could suffer (without

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admitting that the Respondents will suffer any prejudice), should an eviction order be granted and they be relocated to the Municipality's property (Erf 527), as the Municipality undertook to do (in co-operation with the Applicants).

78. In support of the Applicants' above contention, I submit the following:

78.1 The Applicants are currently being denied the usage of their property, as the Respondents remain in unlawful occupation thereof. In fact, Cape Dutch, alternatively the First Applicant, had never, since it purchased Portion 71 during 2003/2015, had vacant occupation of its property. I am advised that the state, and therefore the organs of the state, have a responsibility towards Applicants to realise their right to unencumbered enjoyment of their property.

78.2 The presence of the Respondents on Kreefgat unfortunately brings with it unwanted elements, being shebeens and drug trafficking.

78.3 Kreefgat is plagued with a high crime rate, exposing the Applicants to unnecessary risks.

78.4 The Applicants have no relationship (legal, contractual, or any other type of relationship) with the Respondents and therefore cannot controll/regulate the conduct of the Respondents with its rules and Farm Policies. The Applicants have no way of enforcing any rules on the Respondents and cannot monitor the activities at Kreefgat, as the Applicant has no right to police the Respondents.

78.5 Every time anything remotely adverse occurs on Kreefgat, the Respondents turn to the First Applicant for a solution. The Applicants are now supporting a community, to whom they have no legal or any other type of connection with.

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78.6 There is a great negative impact on the environment, as set out above, such as the lack of a sewerage system. This in itself causes health risks to the Second and Third Respondents as well as the Applicants.

78.7 Not only will the Applicants suffer prejudice should the Respondents remain at Kreefgat, but the Respondents themselves would be severely prejudice should they not receive alternative accommodation from the First Respondent and remain living in their current conditions.

79. Cape Dutch and the First Applicant has throughout the years attempted to better the conditions on Kreefgat for the Respondents from a humanitarian perspective, as the current state of affairs is not satisfactory. The aforementioned was done even though it had no legal or any other type of, relationship with the Respondents, and no duty to do so.

80. The fact that Cape Dutch and the Applicants assisted the Respondents in bettering the living conditions on Kreefgat cannot be seen as some form of tacit consent for the occupiers to reside on Kreefgat, as there were continuous indications from the Applicants that the ultimate goal was to have the Respondents relocate from Kreefgat. Cape Dutch had during 2003 (when it became the registered owner of Portion 71) already entered into negotiations with the Municipality to have the Respondents relocated, and the Respondents were always aware of this.

81. In light of the above it is submitted that it is just and equitable that an order be granted in terms of the accompanying Notice of Motion.

APPLICATION OF ESTA:

82. The Applicants' are advised that the provisions of PIE are applicable to this application for eviction.

83. Due to the number of Respondents affected by this eviction application, the Applicants do not have insight into the income of the all the Respondents

and whether any of these Respondents in fact had consent to reside on Kreefgat (which is not admitted).

84. However, should the Honourable Court find that the Respondents are occupiers as defined in terms of the ESTA Act (which the Applicants do not admit), the Applicants make the following submissions hereunder.

85. This is accordingly an application for the eviction of Second and Third Respondents from the property in terms of the PIE Act and in the alternative an application for eviction in terms of the ESTA Act [should this Honourable Court find that the Respondents qualify as occupiers in terms of the ESTA Act (which is not admitted)].

86. I now deal with the provision of ESTA (without admitting that ESTA is applicable). The Court is also requested to take the submissions made above into account in its consideration whether an eviction in terms of ESTA will be just and equitable under ESTA.

TERMINATION OF THE RESPONDENTS' RIGHT OF RESIDENCE:

The factors listed in Section 8(1):

87. There is no agreement between the Applicants and the Respondents in terms of which the Applicants rely to obtain an eviction order. The applicable law that the Applicants rely on is the provisions of the PIE and ESTA Acts, which Acts are dealt with extensively herein.

88. The First Applicant's predecessor in title, Cape Dutch, purchased Portion 71 sometime during 2003. Neither First Applicant nor Cape Dutch has, since it became the registered owners of the property, had vacant occupation of the portion of Kreefgat that it owns/ed (Portion 71).

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89. The Respondents do not have any right of residence or consent to reside on the property and have continued their unlawful occupation of Kreefgat for many years.

90. The letter (marked Annexure "**BAE 6**") terminated any consent that the Respondents might have had to reside on Kreefgat (without admitting that they ever had any consent). The letter gave the Respondents one calendar month's notice to vacate Kreefgat on or before 31 August 2015. The Respondents failed to vacate Kreefgat on or before aforementioned date.

91. In the past the Cape Dutch has attempted to better the living conditions for the Respondents (as set out above), purely from a humanitarian perspective, and still the Applicants do not have complete use of their property as the Respondents occupy it.

92. It cannot be that a private landowner must take over the state's duty to care for and provide housing/accommodation to vulnerable persons. This is the duty of the state which it has to fulfil through the endeavours of the First Respondent, which duty it failed to uphold. The Applicants stepped in (in as far as it could, for humanitarian reasons), at its own cost. This cannot however, absolve the state or First Respondent of their responsibilities.

93. The Applicants are now deprived of their land, the right to its property is being infringed and it is barred from utilising its property as it pleases.

94. The presence of the Respondents on the property causes unnecessary risks to the Applicants as set out above. The Applicants have no agreement or other kind of relationship with Respondents, in terms of which their presence upon the property would be justifiable. As there is no agreement between the parties, the Applicants have no way of enforcing any rules on the Respondents.

95. The Applicants have been very lenient with the Respondents and the Respondents cannot expect the Applicants to provide rent free accommodation and water usage to them forever.

96. It is Applicants' submission that the interests of the Applicants are more adversely affected by the unlawful presence of the Respondents on the property, as is set out above then the Respondents will be adversely affected by an order as prayed for.

97. The Respondents will suffer no hardship should an eviction order be granted against them as the First Respondent will provide alternative housing (as it undertook to do and did with the fire victims). The living conditions of the Respondents would in fact improve should an order for their eviction be granted and the Municipality (in co-operation with the Applicants) relocate the Respondents.

98. There is no agreement/contract between the Applicants and the Respondents and therefore there cannot be any expectation of the renewal of any agreement. Should there be any agreement (which is not admitted) it could at most be consent and the occupiers can at most be precarious tenants. This would entitle them to the reasonable notice (one calendar month's notice), as has been given to them.

99. The Applicants always acted fair towards the Respondents and believe that a just and equitable process was always followed with regards to them. The Applicants have over the years actively attempted to relocate the Respondents to better conditions and this was always a transparent process of which the Respondents were informed.

100. Therefore it is the submission of the Applicants that the termination of the Second and Third Respondents' right of residence was just and equitable, when the factors listed in Section 8(1) of ESTA are taken into account.

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COMPLIANCE WITH SECTION 9(2)(a)

101. I would respectfully submit that it is clear from the above paragraphs that the Respondent's right of residence was properly and fairly terminated in terms of Section 8 and (9)(2)(a) of the ESTA.

COMPLIANCE WITH SECTION 9(2)(b):

102. The Applicants' attorneys addressed the letter to the Respondents, dated 22 July 2015, terminating the Respondents' right of residence and giving them one (1) calendar month notice to vacate the property on or before 31 August 2015.

103. The Respondents failed/refused to adhere to the above notice by not supplying vacant occupation to the Applicants by 31 August 2015.

104. It is my submission that the Applicants gave one months' notice, to vacate the premises, and I submit that one month is fair, equitable and ample time to vacate the premises. The Respondents simply failed and/or refused to do so. The Applicants submit that the normal notice required to give a normal rent paying tenant is one month and it is therefore reasonable that a person occupying property without any consent also receive one month's notice.

105. Four calendar months have passed since the date (22 July 2015) on which the Respondents received notice to vacate the property.

106. The Respondents have been aware since 2003, (when Cape Dutch purchased Portion 71) that they were expected that they relocate from Kreefgat. The First Respondent neglected for 12 years to provide alternative accommodation to the Respondents, alternatively neglected for nine years since it made an undertaking to Cape Dutch to relocate the occupiers.

107. I would respectfully submit that it is clear from the above paragraphs that the Respondents have had ample opportunity to vacate the premises, subsequent to termination of their tenure, and that the Applicants have complied with the requirements of Section 9(2)(b) of the ESTA.

COMPLIANCE WITH SECTION 9(2)(c)

108. The Applicants do not know and have no way of verifying the exact time when the Respondents first took occupation of the Kreefgat (whether it was before or after 4 February 1997). For this reason the Applicants deal with both Section 11 and Section 10 of ESTA in this application, in order to prove that an eviction order would be just and equitable in both situations.

109. When considering the factors listed under the relevant sections of ESTA, I request the Honourable Court to take the whole of my affidavit into account (including the submissions made above in respect of Section 8(1) of ESTA).

COMPLIANCE WITH SECTION 11(2) OF THE ACT:

110. The Honourable Court is authorised to, in terms of Section 11(2) of ESTA, grant an eviction order against the Respondents if it is of the opinion that it would be just and equitable to do so. It is my contention that the termination of the Respondents' right of residence in terms of Section 8 of ESTA was just and equitable and that it is just and equitable for the Honourable Court to grant an eviction order herein.

COMPLIANCE WITH SECTION 11(3)(a) OF THE ACT:

111. As stated above the Applicants have no knowledge of when the Respondents first took occupation of Kreefgat. The various occupiers, listed in the Annexure marked "**NOM 1**", would also have taken up occupation of Kreefgat at different times (some before and others after 4 February 1997).

COMPLIANCE WITH SECTION 11(3)(b) OF THE ACT:

112. If any of the Respondents had consent to reside on the property, they would at most be precarious tenants. It would then be sufficient to terminate this consent (if any) with one calendar month's notice, as was done with the letter dated 22 July 2015.

COMPLIANCE WITH SECTION 11(3)(c) OF THE ACT:

113. There is suitable alternative accommodation available for the Respondents, as is comprehensively discussed above.

114. In summary, the Municipality undertook to relocate the Respondents from Kreefgat, with the financial contribution by the Applicants.

115. It is therefore the submission of the Applicants that the Respondents do have alternative accommodation and that the living conditions of the Respondents will improve with their relocation to the alternative accommodation.

COMPLIANCE WITH SECTION 11(3)(d) OF THE ACT:

116. The reason for the proposed eviction is the fact that the Respondents have been residing on the property since before 2003 when the Cape Dutch purchased Portion 71.

117. The Applicants do not have vacant occupation of their property. The First Applicant has in fact never had vacant occupation of its property since it, alternatively Cape Dutch, purchased the land.

118. The living conditions on Kreefgat are hugely unsatisfactory and it is necessary for the Respondents to relocate to better circumstances. There are many children and elderly people resident on Kreefgat.

119. I respectfully request the court to take the prejudice which the Applicants already suffer, and the potential future prejudice, should the Respondents remain in occupation of the property, as set out above, into account when evaluating this specific factor.

COMPLIANCE WITH SECTION 11(3)(e) OF THE ACT:

120. The continued occupation of the Respondents prohibits the Applicants from the use and enjoyment of their property. The Applicants are effectively barred from utilising their property as an economic asset, due to the unlawful presence of the Respondents in the property.

121. The continued presence of the Respondents on the property exposes the Applicants, the Respondents themselves, and the surrounding Jamestown community, to the risk of crime, the environmental risks, and health and safety standards.

122. It remains the Applicants contention that the prejudice that the Applicants would suffer, should the eviction order not be granted, outweighs the prejudice that the Respondents may suffer should an eviction order be granted, keeping in mind that there is alternative accommodation (Erf 527) available to the Respondents.

ALTERNATIVELY, COMPLIANCE WITH SECTION 10 OF THE ESTA ACT:

123. If Section 10 of ESTA is applicable (which it may be, but in relation to only some of the Respondents) it is the Applicants submission that Section 10(2) and 10(3) of ESTA is applicable, as none of the circumstances in Section 10(1) applies.

124. The Applicants submit that there is suitable alternative accommodation available to the Respondents, as already set out above.

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125. The Municipality have already indicated that they will relocate the Respondents from Kreefgat to one of its temporary housing sites, with the assistance of the Applicants' financial contribution.

126. The relocation to the temporary housing site will only be the first step in eventually settling the Respondents in the Municipality's Jamestown housing project (as was done with the fire victims).

127. It is the Applicants submission that it went far beyond what can be expected of a landowner in these circumstances. The Applicants wish to relocate the Respondents to better conditions of the occupiers and have always attempted to act while keeping the interest of the Respondents in mind (as far it could, even though there is no legal obligation on it to do so).

128. The hardship that the Applicants face, should an eviction order not be granted, in comparison to the hardship that the Respondents will face, if an eviction order is granted, is set out above.

COMPLIANCE WITH SECTION 9(2)(d)

129. Should the Honourable Court find that ESTA is applicable (which is not admitted), the Applicants submit that they will approach the court on the same papers along with an interlocutory application, with which they will then request directions from the Honourable Court in order to ensure compliance with section 9(2)(d) of ESTA.

130. There will in that instance be compliance with Section 9(2)(d) of the Act in that the First to Fourth Respondents will receive at least two (2) further month's prior notice of the Applicants' application for the Respondents' eviction.

131. I will also ensure that such service will take place more than two months before the court date when the Applicants will apply for a final order of eviction. It is my intention to have the returns of service filed by my legal representatives, in confirmation of the aforementioned.

COMPLIANCE WITH SECTION 12(1)(a) & (b)

132. I am convinced that the provisions of Section 9(2) of the Act are (substantially) being complied with, and I therefore request the Honourable Court to determine a just and equitable date by which the Respondents have to vacate the Applicants' property, as well as a date on which an eviction order may be carried out, in the event that the Respondents have not vacated the property, on the date as determined by this Honourable Court.

COMPLIANCE WITH SECTION 12(2)

133. The above facts clearly attest that it would be fair to for the Court to grant an eviction order and I request that the Court would order that the Respondents only need a month to vacate the premises on the farm. I request the Honourable Court to exercise its discretion in determining a just and equitable date on which the Respondents must vacate the premises and a further date that the sheriff would evict the Respondents in the event that they fail to vacate by the first date, as set by the Court.

COMPLIANCE WITH SECTION 13(1)(a)

134. The Respondents have not made any improvements to the property, but have erected informal structures. These structures were however not erected with the consent of the Applicants and predecessors in title. These structures may be removed by the Respondent.

135. Should the Respondents have made any improvements to the property (which is not admitted), the Applicants tender the costs of these improvements should it become fair and reasonable (to the extent to which) that such improvements be paid over to the individual Respondents.

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JM NE

136. The Applicants are not aware of any standing crops on Kreefgat as planted by the Respondents. Should there be any; the Respondents will be allowed to harvest their crops, alternatively Applicants tender the monetary value of such crops.

COMPLIANCE WITH SECTION 13(1)(b)

137. This section is not applicable as none of the Respondents were employed by the Applicants.

RELIEF SOUGHT

138. The Applicants request the Honourable Court to grant the order as set out in the annexed Notice of Motion.

ROLF WERNER ZEITVOGEL

I certify that on this 22nd day of **DECEMBER 2015** and in my presence at **STELLENBOSCH** The Deponent:

- Signed the affidavit and stated that he acknowledges and understands the contents thereof;
- Had no objection to taking the prescribed oath;
- Consented that this oath be binding on his/her conscience and uttered the words "I swear that the contents of this statement are true, so help me God"

COMMISSIONER OF OATHS

Full name and surname: Dirk Thomas Meissner

Designation: Commissioner of Oath

Area: Stellenbosch

Commissioner of Oath
Dirk Thomas Meissner
Cluver Markotter Building
7600 Stellenbosch, South Africa
Date: 22-12-2015
Ref No: 9111812

Cluver Markotter Inc.
Per: JM Geyser
Tel: 021 808 5600
Fax: 021 886 5420
BBN1656

"BAE 1"

RESOLUTION OF

BLAAUWKLIPPEN AGRICULTURAL ESTATES STELLENBOSCH (PTY) LTD

("THE COMPANY")

REGISTRATION NUMBER: 1972/000312/07

WHEREAS:

1. The Company is the registered owner of the property generally referred to as **"Kreefgat"**, with title deed description **Remainder of Portion 71 of the Farm Blaauwklip, No 510, in the Municipality and Division of Stellenbosch, Province of the Western Cape** held under Deed of Transfer No T34249/2015 (**"the Company's property"**);

2. A number of **occupiers** (**"the unlawful occupiers"**) have unlawfully taken possession of the Company's property, by erecting informal structures on the Company's property, without the Company's tacit or express consent; and

3. The Company is desirous to have the current unlawful occupiers evicted and relocated from the Company's property, as well as any other persons who may in future take up unlawful occupation of the Company's property.

IT IS RESOLVED THAT:

4. The Company will institute, prosecute and finalise an application for the eviction of the unlawful occupiers from the Company's property, as well as any other persons, who in future takes up unlawful occupation of the Company's property, without the Company's tacit of express consent.

5. To this end, Cluver Markotter Inc. of Stellenbosch be instructed to bring this application on behalf of the Company;

6. Mr. Rolf Zeitvogel, in his capacity as Managing Director of the Company, is authorised and empowered to:

   6.1. take all necessary steps to this end and to give effect to this decision, including but not limited to the institution of proceedings, the giving of

instructions to attorneys for the prosecution and finalisation of the process to its final end and determination;

6.2. sign all documentation which is necessary to give effect to the aforegoing, as he deems fit in his absolute discretion, including but not limited to deposing to affidavits on behalf of the Company; and

6.3. to collect all required information and to provide such evidence and proof as may be required to give effect to this decision.

SIGNED BY ALL THE DIRECTORS OF THE COMPANY

RW ZEITVOGEL	10/08/2015 DATE AND PLACE:
HA SCHÖRGHUBER	August 10th, 2015 DATE AND PLACE:
CG COLER	August, 10th, 2015 DATE AND PLACE:

BBN1457

"BAE 2"

Unit B4, Arden Grove, Montague Garden
Tel: +27 86 044 3333, Fax: +27 21 556 312
Website: http://www.searchworks.co.z

SearchWorks

BLAAUWKLIPPEN AGRICULTURAL ESTATES STELLENBOSCH

CIPC Company

Search Information

Summary

Search Type	CIPC COMPANY
Search Description	BLAAUWKLIPPEN AGRICULTURAL ESTATES STELLENBOSCH
Reference	BLA07/0041
Date	10/12/2015

Company Information

Summary

Name	BLAAUWKLIPPEN AGRICULTURAL ESTATES STELLENBOSCH
Type	PRIVATE COMPANY (PTY) LTD
Status	IN BUSINESS
Registration Number	1972/000312/07
Registration Date	14/01/1972

Active Director(s)

Director Name	ID Number	Director Status	Appointment Date
CHRISTIAN GERHARD COLER	6503190000000	ACTIVE	27/09/2010
HANNELORE ALEXANDRA SCHÖRGHUBER	5807240000000	ACTIVE	07/11/2007
ROLF WERNER ZEITVOGEL	6809256149186	ACTIVE	07/11/2007

Resigned Director(s)

Director Name	ID Number	Director Status	Appointment Date
GRAHAM HARRY BOONZIER	4008315039007	RESIGNED	14/01/1972
HORST VIKTOR BRUNNER	5008130000000	RESIGNED	07/07/1999
CARL-HEINZ DUISBERG	5111030000000	RESIGNED	07/07/1999
PETER FIEDLER	5403010000000	RESIGNED	01/03/2007
GERHARD RIAAN GOUS	6506255051080	RESIGNED	15/09/2004
HEINZ FRIEDEL GRUB	5207200000000	RESIGNED	01/01/2007
WARREN GREGORY HEWITT	6405275042088	RESIGNED	15/09/2004
HENDRIK PETRUS JAKOBUS PRETORIUS	5408015034002	RESIGNED	07/07/1999
CARSTEN KARL RATH	1613279128	RESIGNED	01/11/2005
GRANT RUDDIMAN	6605065109084	RESIGNED	01/02/2005
CHRISTOPH GEORG SCHERK	7001280000000	RESIGNED	07/11/2007
STEFAN JOSEF HERBERT GEORG SCHRORGHUBER	6107080000000	RESIGNED	07/07/1999
EDGAR RUDOLF VAN OMMEN	4903260000000	RESIGNED	01/02/2005
PETER WACKERBAUER	5702220000000	RESIGNED	01/02/2005
RUSSEL CHARLES WAGER	6507235003082	RESIGNED	01/11/2005

Deceased Director(s)

Director Name	ID Number	Director Status	Appointment Date
STEFAN JOSEF HERBERT GEORG SCHORGHUBER	610706	DECEASED	07/11/2007

Auditor(s)

Auditor Name	Profession Code	Status	Start Date
DELOITTE AND TOUCHE	CA	RESIGN	14/09/1992
LOUBSER DU PLESSIS INCOPORATED	SAICA	CURRENT	-
PRICEWATERHOUSECOOPERS INC	CA	RESIGN	07/12/2007

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Summary

Name	BLAAUWKLIPPEN AGRICULTURAL ESTATES STELLENBOSCH
Short Name	-
Type	PRIVATE COMPANY (PTY) LTD
Tax Number	9090023038
Short Type	(PTY) LTD
Registration Number	1972/000312/07
CIPC Company Act Type	COMPANY (REGISTERED ACCORDING TO OLD CO ACT)
Type Date	14/01/1972
Old Registration No.	-
Registration Date	14/01/1972
Translated Name	-
Start Date	14/01/1972
Status	IN BUSINESS
Principal Description	PRIVATE HOUSEHOLDS, EXTERRITORIAL ORGANISATIONS, REPRESENTATIVES OF FOREIGN GOVERNMENTS AND OTHER ACTIVITIES NOT ADEQUATELY DEFINED
Status Date	14/01/1972
Details Withdrawn From Public	NO
Standard Industrial Classification	PRIVATE HOUSEHOLDS, EXTERRITORIAL ORGANISATIONS, REPRESENTATIVES OF FOREIGN GOVERNMENTS AND OTHER ACTIVITIES NOT ADEQUATELY DEFINED
Financial Year End	SEPTEMBER
Financial Effective Date	14/01/1972
Country of Origin	-
Country	-
Authorised Capital	-
Region	0
Issued Capital	-
Authorised Shares	-
Form Received Date	-
Issued Shares	-
Date on Form	-
Conversion Number	-
Registered Address	R44 STRAND ROAD, STELLENBOSCH, OTHER, 7600
Postal Address	P O BOX 54, STELLENBOSCH, OTHER, 7599

Director(s)

Director 1 of 19

Type	DIRECTOR
Status	RESIGNED
First Name	GRAHAM HARRY
Surname	BOONZIER
ID Number	4008315039007
Gender	MALE
Date of Birth	31/08/1940
Age	75
Appointment Date	14/01/1972
Resignation Date	21/09/2001
Member Contribution	0%
Member Size	0%
Residential Address	THE THATCH LODGE, HOUTTAPPES STREET, PARADYSKLOOF, 7600
Postal Address	P O BOX 12256, DIE BOORD, STELENBOSCH, 7613

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Director(s) (continued)

Director 2 of 19

Type	DIRECTOR
Status	RESIGNED
First Name	HORST VIKTOR
Surname	BRUNNER
ID Number	5008130000000
Gender	FEMALE
Date of Birth	13/08/1950
Age	65
Appointment Date	07/07/1999
Resignation Date	21/09/2001
Member Contribution	0%
Member Size	0%
Residential Address	32 WHITEHALL COURT, KILLARNEY, 2193
Postal Address	P O BOX 1483, PARKLANDS, 2121

Director 3 of 19

Type	DIRECTOR
Status	ACTIVE
First Name	CHRISTIAN GERHARD
Surname	COLER
ID Number	6503190000000
Gender	FEMALE
Date of Birth	19/03/1965
Age	50
Appointment Date	27/09/2010
Resignation Date	-
Member Contribution	0%
Member Size	0%
Residential Address	165 DENNINGER STREET, 81925 MUNICH, GERMANY, 0000
Postal Address	165 DENNINGER STREET, 81925 MUNICH, GERMANY, 0000

Director 4 of 19

Type	DIRECTOR
Status	RESIGNED
First Name	CARL-HEINZ
Surname	DUISBERG
ID Number	5111030000000
Gender	FEMALE
Date of Birth	03/11/1951
Age	64
Appointment Date	07/07/1999
Resignation Date	21/09/2001
Member Contribution	0%
Member Size	0%
Residential Address	80538 MUNICH, BURKLEIN STREET 20, GERMANY, 0000
Postal Address	80538 MUNICH, BURKLEIN STREET 20, GERMANY, 0000

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Director 5 of 19

Type	DIRECTOR
Status	RESIGNED
First Name	PETER
Surname	FIEDLER
ID Number	5403010000000
Gender	FEMALE
Date of Birth	01/03/1954
Age	61
Appointment Date	01/03/2007
Resignation Date	-
Member Contribution	0%
Member Size	0%
Residential Address	ARABELLASTR. 13,, 81925,, MUNICH,, 0000
Postal Address	ARABELLASTR. 13,, 81925,, MUNICH,, 0000

Director 6 of 19

Type	DIRECTOR
Status	RESIGNED
First Name	GERHARD RIAAN
Surname	GOUS
ID Number	6506255051080
Gender	MALE
Date of Birth	25/06/1965
Age	50
Appointment Date	15/09/2004
Resignation Date	-
Member Contribution	0%
Member Size	0%
Residential Address	100 CAMPS BAY DRIVE, CAMPS BAY, 8001
Postal Address	P.O. BOX 50095, WATERFRONT, 8002

Director 7 of 19

Type	DIRECTOR
Status	RESIGNED
First Name	HEINZ FRIEDEL
Surname	GRUB
ID Number	5207200000000
Gender	FEMALE
Date of Birth	20/07/1952
Age	63
Appointment Date	01/01/2007
Resignation Date	-
Member Contribution	0%
Member Size	0%
Residential Address	ARABELLA GRAND HOTEL,, CAPE TOWN,, 8001
Postal Address	P O BOX 50095,, WATERFRONT,, 8002

Director 8 of 19

Type	DIRECTOR
Status	RESIGNED
First Name	WARREN GREGORY
Surname	HEWITT
ID Number	6405275042088
Gender	MALE
Date of Birth	27/05/1964
Age	51
Appointment Date	15/09/2004
Resignation Date	-
Member Contribution	0%
Member Size	0%
Residential Address	19 STUART ROAD, RONDEBOSCH, 7700
Postal Address	P.O. BOX 50095, WATERFRONT, 8002

Director 9 of 19

Type	DIRECTOR
Status	RESIGNED
First Name	HENDRIK PETRUS JAKOBUS
Surname	PRETORIUS
ID Number	5408015034002
Gender	MALE
Date of Birth	01/08/1954
Age	61
Appointment Date	07/07/1999
Resignation Date	21/09/2001
Member Contribution	0%
Member Size	0%
Residential Address	69 CARL MARIE ROAD, HYDE PARK, 2196
Postal Address	P O BOX 1483, PARKLANDS, 2121

Director 10 of 19

Type	DIRECTOR
Status	RESIGNED
First Name	CARSTEN KARL
Surname	RATH
ID Number	1613279128
Gender	-
Date of Birth	-
Age	-
Appointment Date	01/11/2005
Resignation Date	-
Member Contribution	0%
Member Size	0%
Residential Address	PIENZENAUER STR 30, 81679,, MUNCHEN, GERMANY, 0000
Postal Address	ARABELLA HOTEL HOLDING, INTERNATIONAL CO.UG, ARABELLA STR, 13-15, 81925 MUNCHEN, 0000

Director 11 of 19

Type	DIRECTOR
Status	RESIGNED
First Name	GRANT
Surname	RUDDIMAN
ID Number	6605065109084
Gender	MALE
Date of Birth	06/05/1966
Age	49
Appointment Date	01/02/2005
Resignation Date	-
Member Contribution	0%
Member Size	0%
Residential Address	21 UITSIG DRIVE, THE LINKS, SOMERSET WEST, 7130
Postal Address	P.O. BOX 50095, WATERFRONT, 8002

Director 12 of 19

Type	DIRECTOR
Status	RESIGNED
First Name	CHRISTOPH GEORG
Surname	SCHERK
ID Number	7001280000000
Gender	FEMALE
Date of Birth	28/01/1970
Age	45
Appointment Date	07/11/2007
Resignation Date	23/11/2010
Member Contribution	0%
Member Size	0%
Residential Address	21D ROSEN STREET, POING, GERMANY, 0000
Postal Address	165 DENNINGER STREET, 81925 MUNICH, GERMANY, 0000

Director 13 of 19

Type	DIRECTOR
Status	DECEASED
First Name	STEFAN JOSEF HERBERT GEORG
Surname	SCHORGHUBER
ID Number	610706
Gender	UNKNOWN
Date of Birth	06/07/1961
Age	54
Appointment Date	07/11/2007
Resignation Date	25/11/2008
Member Contribution	0%
Member Size	0%
Residential Address	165 DENNINGER STREET, 81925 MUNICH, GERMANY, 0000
Postal Address	165 DENNINGER STREET, 81925 MUNICH, GERMANY, 0000

Director(s) (continued)

Director 14 of 19

Type	DIRECTOR
Status	ACTIVE
First Name	HANNELORE ALEXANDRA
Surname	SCHÖRGHUBER
ID Number	5807240000000
Gender	FEMALE
Date of Birth	24/07/1958
Age	57
Appointment Date	07/11/2007
Resignation Date	30/12/1899
Member Contribution	0%
Member Size	0%
Residential Address	165 DENNINGER STREET, 81925 MUNICH, GERMANY, 0000
Postal Address	165 DENNINGER STREET, 81925 MUNICH, GERMANY, 0000

Director 15 of 19

Type	DIRECTOR
Status	RESIGNED
First Name	STEFAN JOSEF HERBERT GEORG
Surname	SCHRORGHUBER
ID Number	6107080000000
Gender	FEMALE
Date of Birth	08/07/1961
Age	54
Appointment Date	07/07/1999
Resignation Date	21/09/2001
Member Contribution	0%
Member Size	0%
Residential Address	D-81925 MUNICH, HOFERERWEG 3, GERMANY, 0000
Postal Address	D-81925 MUNICH, HOFERERWEG 3, GERMANY, 0000

Director 16 of 19

Type	DIRECTOR
Status	RESIGNED
First Name	EDGAR RUDOLF
Surname	VAN OMMEN
ID Number	4903260000000
Gender	FEMALE
Date of Birth	26/03/1949
Age	66
Appointment Date	01/02/2005
Resignation Date	-
Member Contribution	0%
Member Size	0%
Residential Address	DERNBURGSTRABE 11, 14057, BERLIN, GERMANY, 0000
Postal Address	ARABELLASTRABE 15, 81925, MUNICH, GERMANY, 0000

Director 17 of 19

Type	DIRECTOR
Status	RESIGNED
First Name	PETER
Surname	WACKERBAUER
ID Number	5702220000000
Gender	FEMALE
Date of Birth	22/02/1957
Age	58
Appointment Date	01/02/2005
Resignation Date	-
Member Contribution	0%
Member Size	0%
Residential Address	DAPHNESTRABE 4, 80925, MUNICH, GERMANY, 0000
Postal Address	ARABELLASTRABE 15, 81925, MUNICH, GERMANY, 0000

Director 18 of 19

Type	DIRECTOR
Status	RESIGNED
First Name	RUSSEL CHARLES
Surname	WAGER
ID Number	6507235003082
Gender	MALE
Date of Birth	23/07/1965
Age	50
Appointment Date	01/11/2005
Resignation Date	-
Member Contribution	0%
Member Size	0%
Residential Address	30 BARKLY ROAD, SEA POINT, CAPE TOWN, 8001
Postal Address	P O BOX 50095, V&A WATERFRONT, 8002

Director 19 of 19

Type	DIRECTOR
Status	ACTIVE
First Name	ROLF WERNER
Surname	ZEITVOGEL
ID Number	6809256149186
Gender	MALE
Date of Birth	25/09/1968
Age	47
Appointment Date	07/11/2007
Resignation Date	25/11/2008
Member Contribution	0%
Member Size	0%
Residential Address	22 FRANGIPANI STREET, SOMERSET WEST, 7130
Postal Address	P O BOX 54, STELLENBOSCH, 7599

Auditor(s)

Auditor 1 of 3

Auditor Name	DELOITTE AND TOUCHE
Status	RESIGN
Profession Code	CA
Profession Number	-
Type	AUDITOR
Start Date	14/09/1992
End Date	-
Form Date (CM1 Date)	14/09/1992
Expiry Date	-
Details Withdrawn From Public	NO
ACT_IND_MPY_NO_SP	-
Registration Entry Date	14/09/1992
Fine Letter	-
Form Received Date	23/09/1992
Reference Number	-
Business Address	1ST FLOOR SANCLARE, 21 DREYER STREET, CLAREMONT, 7700
Postal Address	PO BOX 578, CAPE TOWN, 8000

Auditor 2 of 3

Auditor Name	LOUBSER DU PLESSIS INCOPORATED
Status	CURRENT
Profession Code	SAICA
Profession Number	944270
Type	AUDITOR
Start Date	-
End Date	-
Form Date (CM1 Date)	-
Expiry Date	-
Details Withdrawn From Public	-
ACT_IND_MPY_NO_SP	-
Registration Entry Date	-
Fine Letter	-
Form Received Date	-
Reference Number	-
Business Address	DE WATERKANT, HELDERBERG STREET, STELLENBOSCH, 7600
Postal Address	P O BOX 920, STELLENBOSCH, 7599

10/12/2015 14:43:57

Auditor(s) (continued)

Auditor 3 of 3

Auditor Name	PRICEWATERHOUSECOOPERS INC
Status	RESIGN
Profession Code	CA
Profession Number	907286
Type	AUDITOR
Start Date	07/12/2007
End Date	-
Form Date (CM1 Date)	28/02/2008
Expiry Date	-
Details Withdrawn From Public	-
ACT_IND_MPY_NO_SP	-
Registration Entry Date	28/02/2008
Fine Letter	-
Form Received Date	28/02/2008
Reference Number	-
Business Address	CAPITAL PLACE, 15 - 21 NEUTRON AVENUE, TECHNOPARK, STELLENBOSCH, 7600
Postal Address	P O BOX 57, STELLENBOSCH, 7599

Capital Information

Type	No. of Shares	Parri Value	Cap. Amount	Cap. Premium
AUTHORIZED ORDINARY	0	0	R 0,00	0

Change History

History 1 of 64

Effective Date	20/01/2015
Change Type	CO/CC ANNUAL RETURN
Memo	COMPANY / CLOSE CORPORATION AR FILING - WEB SERVICES : REF NO. : 523748511

History 2 of 64

Effective Date	16/01/2014
Change Type	CO/CC ANNUAL RETURN
Memo	COMPANY / CLOSE CORPORATION AR FILING - WEB SERVICES : REF NO. : 51683790

History 3 of 64

Effective Date	15/02/2013
Change Type	POSTAL ADDRESS CHANGE
Memo	DATA RESTORATION : REMOVE CAPE TOWN ON ENTERPRSE POSTAL ADDRESS

History 4 of 64

Effective Date	07/11/2012
Change Type	AUDITOR/ACC OFFICER CHANGE
Memo	CHANGE RECORDNAME : = PRICEWATERHOUSECOOPERS INCSTATUS : = RESIGN

History 5 of 64

Effective Date	07/11/2012
Change Type	AUDITOR/ACC OFFICER CHANGE
Memo	ADD RECORDNAME : = LOUBSER DU PLESSIS INCOPORATEDSTATUS : = CURRENT

History 6 of 64

Effective Date	30/09/2011
Change Type	CHANGE OF BOOK YEAR
Memo	BOOK YEAR: 12

History 7 of 64

Effective Date	23/11/2010
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=SCHERKFULL FORENAMES=CHRISTOPH GEORGID NO=7001280000000STATUS :RESIGNEDNATURE OF CHANGE=RESIGNED ON 16/09/2010

History 8 of 64

Effective Date	23/11/2010
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=SCHÖRGHUBERFULL FORENAMES=HANNELORE ALEXANDRAID NO=5807240000000STATUS :ACTIVENATURE OF CHANGE=NONE

History 9 of 64

Effective Date	23/11/2010
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=ZEITVOGELFULL FORENAMES=ROLF WERNERID NO=6809256149186STATUS :ACTIVENATURE OF CHANGE=NONE

History 10 of 64

Effective Date	23/11/2010
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=COLERFULL FORENAMES=CHRISTIAN GERHARDID NO=6503190000000STATUS :ACTIVENATURE OF CHANGE=APPOINTED ON 27/09/2010

History 11 of 64

Effective Date	02/12/2009
Change Type	REGISTERED ADDRESS CHANGE
Memo	R44 STRAND ROADSTELLENBOSCH 7600

History 12 of 64

Effective Date	02/12/2009
Change Type	POSTAL ADDRESS CHANGE
Memo	P O BOX 54STELLENBOSCH 7599

History 13 of 64

Effective Date	06/10/2009
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=SCHERKFULL FORENAMES=CHRISTOPH GEORGID NO=7001280000000STATUS :ACTIVENATURE OF CHANGE=NONE

History 14 of 64

Effective Date	06/10/2009
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=SCHORGHUBERFULL FORENAMES=HANNELORE ALEXANDRAID NO=5807240000000STATUS :ACTIVENATURE OF CHANGE=NONE

History 15 of 64

Effective Date	06/10/2009
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=ZEITVOGELFULL FORENAMES=ROLF WERNERID NO=6809256149186STATUS :ACTIVENATURE OF CHANGE=NONE

History 16 of 64

Effective Date	09/06/2009
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	CHANGE RECORDSURNAME = SCHERKFIRST NAMES = CHRISTOPH GEORGSTATUS = ACTIVE

History 17 of 64

Effective Date	09/06/2009
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	CHANGE RECORDSURNAME = SCHORGHUBERFIRST NAMES = HANNELORE ALEXANDRASTATUS = ACTIVE

History 18 of 64

Effective Date	09/06/2009
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	CHANGE RECORDSURNAME = SCHORGHUBERFIRST NAMES = STEFAN JOSEF HERBERT GEORGSTATUS = DECEASED

History 19 of 64

Effective Date	09/06/2009
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	CHANGE RECORDSURNAME = ZEITVOGELFIRST NAMES = ROLF WERNERSTATUS = ACTIVE

History 20 of 64

Effective Date	19/02/2008
Change Type	AUDITOR/ACC OFFICER CHANGE
Memo	ADD RECORDNAME: = PRICEWATERHOUSECOOPERS INCSTATUS: = CURRENT

History 21 of 64

Effective Date	19/02/2008
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	CHANGE RECORDSURNAME: = SCHERKFIRST NAMES: = CHRISTOPH GEORGSTATUS: = ACTIVE

History 22 of 64

Effective Date	19/02/2008
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	CHANGE RECORDSURNAME: = SCHORGHUBERFIRST NAMES: = HANNELORE ALEXANDRASTATUS: = ACTIVE

History 23 of 64

Effective Date	19/02/2008
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	CHANGE RECORDSURNAME: = SCHORGHUBERFIRST NAMES: = STEFAN JOSEF HERBERT GEORGSTATUS: = ACTIVE

History 24 of 64

Effective Date	19/02/2008
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	CHANGE RECORDSURNAME: = ZEITVOGELFIRST NAMES: = ROLF WERNERSTATUS: = ACTIVE

History 25 of 64

Effective Date	07/12/2007
Change Type	AUDITOR/ACC OFFICER CHANGE
Memo	P O BOX 57STELLENBOSCH7599STATUS : ADDRESS CHANGE

History 26 of 64

Effective Date	07/12/2007
Change Type	AUDITOR/ACC OFFICER CHANGE
Memo	CHANGE RECORDNAME : = DELOITTE AND TOUCHESTATUS : = RESIGN

History 27 of 64

Effective Date	07/11/2007
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=GOUSFULL FORENAMES=GERHARD RIAANID NO=6506255051080STATUS :RESIGNEDNATURE OF CHANGE=RESIGNATION

History 28 of 64

Effective Date	07/11/2007
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=RATHFULL FORENAMES=CARSTEN KARLID NO=1613279128STATUS :RESIGNEDNATURE OF CHANGE=RESIGNATION

History 29 of 64

Effective Date	07/11/2007
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=GRUBFULL FORENAMES=HEINZ FRIEDELID NO=5207200000000STATUS :RESIGNEDNATURE OF CHANGE=RESIGNATION

History 30 of 64

Effective Date	07/11/2007
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=SCHERKFULL FORENAMES=CHRISTOPH GEORGID NO=2027828STATUS :ACTIVENATUR OF CHANGE=APPOINTMENT

History 31 of 64

Effective Date	07/11/2007
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=SCHORGHUBERFULL FORENAMES=HANNELORE ALEXANDRAID NO=580724STATUS :ACTIVENATURE OF CHANGE=APPOINTMENT

History 32 of 64

Effective Date	07/11/2007
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=SCHORGHUBERFULL FORENAMES=STEFAN JOSEF HERBERT GEORGID NO=610706STATUS :ACTIVENATURE OF CHANGE=APPOINTMENT

History 33 of 64

Effective Date	07/11/2007
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=ZEITVOGELFULL FORENAMES=ROLF WERNERID NO=6809256149186STATUS :ACTIVENATURE OF CHANGE=APPOINTMENT

History 34 of 64

Effective Date	30/04/2007
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=RUDDIMANFULL FORENAMES=GRANTID NO=6605065109084STATUS :RESIGNEDNATURE OF CHANGE=RESIGNED - 30 APRIL 2007

History 35 of 64

Effective Date	01/03/2007
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=FIEDLERFULL FORENAMES=PETERID NO=5403010000000STATUS :RESIGNEDNATURE OF CHANGE=RESIGNATION

History 36 of 64

Effective Date	01/03/2007
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=FIEDLERFULL FORENAMES=PETERID NO=5403010000000STATUS :ACTIVENATURE OF CHANGE=APPOINTED 01 MARCH 2007

History 37 of 64

Effective Date	28/02/2007
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=WACKERBAUERFULL FORENAMES=PETERID NO=5702220000000STATUS :RESIGNEDNATURE OF CHANGE=RESIGNED - 28 FEBRUARY 2007

History 38 of 64

Effective Date	04/01/2007
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=WAGERFULL FORENAMES=RUSSEL CHARLESID NO=6507235003082STATUS :RESIGNEDNATURE OF CHANGE=RESIGNED - 04 JANUARY 2007

History 39 of 64

Effective Date	01/01/2007
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=GRUBFULL FORENAMES=HEINZ FRIEDELID NO=5207200000000STATUS :ACTIVENATURE OF CHANGE=APPOINTED - 01 JANUARY 2007

History 40 of 64

Effective Date	10/02/2006
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=VAN OMMENFULL FORENAMES=EDGAR RUDOLFID NO=4903260000000STATUS :RESIGNEDNATURE OF CHANGE=RESIGNED - 10/02/2006

History 41 of 64

Effective Date	01/11/2005
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=WAGERFULL FORENAMES=RUSSEL CHARLESID NO=6507235003082STATUS :ACTIVENATURE OF CHANGE=APPOINTED - 01/11/2005

History 42 of 64

Effective Date	01/11/2005
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=RATHFULL FORENAMES=CARSTEN KARLID NO=1613279128STATUS :ACTIVENATURE OF CHANGE=APPOINTED - 01/11/2005

History 43 of 64

Effective Date	01/11/2005
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=RATHFULL FORENAMES=CARSTEN KARLID NO=1613279128STATUS :ACTIVENATURE OF CHANGE=APPOINTED 01 NOVEMBER 2005

History 44 of 64

Effective Date	06/07/2005
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=WACKERBAUERFULL FORENAMES=PETERID NO=5702220000000STATUS :ACTIVENATURE OF CHANGE=APPOINTMENT

History 45 of 64

Effective Date	06/07/2005
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=VAN OMMENFULL FORENAMES=EDGAR RUDOLFID NO=4903260000000STATUS :ACTIVENATURE OF CHANGE=APPOINTMENT

History 46 of 64

Effective Date	06/07/2005
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=GOUSFULL FORENAMES=GERHARD RIAANID NO=6506255051080STATUS :ACTIVENATURE OF CHANGE=APPOINTMENT

History 47 of 64

Effective Date	06/07/2005
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=HEWITTFULL FORENAMES=WARREN GREGORYID NO=6405275042088STATUS :ACTIVENATURE OF CHANGE=APPOINTMENT

History 48 of 64

Effective Date	06/07/2005
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=RUDDIMANFULL FORENAMES=GRANTID NO=6605065109084STATUS :ACTIVENATURE OF CHANGE=APPOINTMENT

History 49 of 64

Effective Date	30/04/2005
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=HEWITTFULL FORENAMES=WARREN GREGORYID NO=6405275042088STATUS :RESIGNEDNATURE OF CHANGE=RESIGNED - 30/04/2005

History 50 of 64

Effective Date	15/09/2004
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=PRETORIUSFULL FORENAMES=HENDRIK PETRUS JAKOBUSID NO=5408015034002STATUS :RESIGNEDNATURE OF CHANGE=RESIGNATION

History 51 of 64

Effective Date	01/09/2004
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=GOUSFULL FORENAMES=GERHARD RIAANID NO=6506255051080STATUS :ACTIVENATURE OF CHANGE=APPOINTED 15 SEPTEMBER 2004

History 52 of 64

Effective Date	16/08/2004
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=SCHRORGHUBERFULL FORENAMES=STEFAN JOSEF HERBERT GEORGID NO=6107080000000STATUS :RESIGNEDNATURE OF CHANGE=RESIGNATION

History 53 of 64

Effective Date	25/04/2004
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=BRUNNERFULL FORENAMES=HORST VIKTORID NO=5008130000000STATUS :RESIGNEDNATURE OF CHANGE=RESIGNATION

History 54 of 64

Effective Date	25/04/2004
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	SURNAME=DUISBERGFULL FORENAMES=CARL-HEINZID NO=5111030000000STATUS :RESIGNEDNATURE OF CHANGE=RESIGNATION

History 55 of 64

Effective Date	22/11/2003
Change Type	POSTAL ADDRESS CHANGE
Memo	P O BOX 578CAPE TOWN8000

History 56 of 64

Effective Date	22/11/2003
Change Type	REGISTERED ADDRESS CHANGE
Memo	1ST FLOORSANCLAREDREYER STREETCLAREMONTMONT

History 57 of 64

Effective Date	24/10/2001
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	CHANGE RECORDSURNAME = BOONZIERFIRST NAMES = GRAHAM HARRYSTATUS = RESIGNED

History 58 of 64

Effective Date	24/10/2001
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	CHANGE RECORDSURNAME = BRUNNERFIRST NAMES = HORST VIKTORSTATUS = ACTIVE

History 59 of 64

Effective Date	24/10/2001
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	CHANGE RECORDSURNAME = PRETORIUSFIRST NAMES = HENDRIK PETRUS JAKOBUSSTATUS = ACTIVE

History 60 of 64

Effective Date	24/10/2001
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	CHANGE RECORDSURNAME = DUISBERGFIRST NAMES = CARL-HEINZSTATUS = ACTIVE

History 61 of 64

Effective Date	24/10/2001
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	CHANGE RECORDSURNAME = SCHRORGHUBERFIRST NAMES = STEFAN JOSEF HERBERT GEORGSTATUS = ACTIVE

History 62 of 64

Effective Date	30/12/2000
Change Type	CHANGE OF BOOK YEAR
Memo	6

History 63 of 64

Effective Date	21/10/1999
Change Type	DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo	-

History 64 of 64

Effective Date	-
Change Type	AUDITOR/ACC OFFICER CHANGE
Memo	PRICEWATERHOUSECOOPERS INCCAPITAL PLACE15 - 21 NEUTRON AVENUETECHNOPARKSTELLENBOSCH7600P O BOX 57STELLENBOSCH7599STATUS : ADDRESS CHANGE

Report Information

Date of Information	10/12/2015
Print Date	10/12/2015
Generated By	BRONWYNNE BROWN
Reference	BLA07/0041
Report Type	CIPC COMPANY

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"BAE 3"

Unit B4, Arden Grove, Montague Garder
Tel: +27 86 044 3333, Fax: +27 21 556 312
Website: http://www.searchworks.co.z

SearchWorks

FARM 510 (CAPE TOWN)

Deeds Office Property Farm

Search Information

Summary

Search Type	DEEDSOFFICE PROPERTY FARM
Search Description	FARM 510 (CAPE TOWN)
Reference	BLA07/0041
Date	04/12/2015

Farm Information

Summary

Deeds Office	CAPE TOWN
Property Type	FARM
Municipality	STELLENBOSCH MUN
Province	WESTERN CAPE
Registration Division	STELLENBOSCH RD
F[illegible] lame	BLAAUW KLIP
F[illegible] Number	510
Portion Number	71 (REMAINING EXTENT)
Previous Description	PTN OF 31
Diagram Deed	T6692/1930
Size	1.4832 H
LPI Code	-

Owner Summary

Owner Name	ID / Reg. Number	Purchase Price	Purchase Date
BLAAUWKLIPPEN AGRICULTURAL ESTATES STELLENBOSCH PTY LTD	197200031207	R VESTING	UNKNOWN

Owner Information

Owner 1 of 1

Owner Type	COMPANY
Owner Name	BLAAUWKLIPPEN AGRICULTURAL ESTATES STELLENBOSCH PTY LTD
ID / Reg. Number	197200031207
Title Deed	T34249/2015
Re[illegible] tion Date	24/06/2015
Purchase Price	R VESTING
Multiple Owners	NO
Multiple Properties	NO
Share	-
Purchase Date	UNKNOWN
Microfilm Reference No.	-

Endorsement(s)

Document Number	Microflim Ref. Number	Institution	Value
FARM ST 510/71	1985 0072 0476	-	R UNKNOWN

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History Information

Document Number	Microfilm Ref. Number	Owner	Value
-	-	-	R UNKNOWN
VA2929/2015	-	-	R UNKNOWN
T78118/2003	2003 0807 4504	-	R UNKNOWN
T9603/1947	2003 0807 4498	PROKOPES GERASMUS	R UNKNOWN
T78119/2003	2003 0807 4538	-	R UNKNOWN
T[illegible]8/2003	2003 0807 4504	PROKOPES CECILIA B-E	R ESTATE
T78120/2003	2003 0807 4556	-	R UNKNOWN
T78119/2003	2003 0807 4538	HUFFEL MARCHELLINO DE COSTA VAN	R ESTATE
T34249/2015	-	-	R 841 000,00
T78120/2003	2003 0807 4556	CAPE DUTCH ESTATES STELLENBOSCH PTY LTD	R 841 000,00

Internal Enquiry History

Company Name	Contact Person	Contact Number	E-mail Address	Enquiry Date
CLUVER MARKOTTER - STELLENBOSCH	BRONWYNNE BROWN	0218085600	bronwynneb@cm.law.za	04/12/2015

Report Information

Date of Information	04/12/2015
Print Date	04/12/2015
Generated By	BRONWYNNE BROWN
Reference	BLA07/0041
P Type	DEEDS OFFICE PROPERTY FARM

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04/12/2015 14:55:5

"BAE 4"

Unit B4, Arden Grove, Montague Garder
Tel: +27 86 044 3333, Fax: +27 21 556 312
Website: http://www.searchworks.co.z

SearchWorks

T62575/1996 (CAPE TOWN)

Deed Document Enquiry

Search Information

Summary

Search Type	DEED DOCUMENT ENQUIRY
Search Description	T62575/1996 (CAPE TOWN)
Reference	BLA07/0041
Date	10/12/2015

Document Information

Summary

Deeds Office	CAPE TOWN
Property Type	FARM
Diagram Deed	T741/1916
Municipality	STELLENBOSCH MUN
Province	WESTERN CAPE
Registration Division	STELLENBOSCH RD
Farm Number	510
Farm Name	BLAAUW KLIP
Portion Number	9
Previous Description	PTN OF 4
Size	2,2984H
LPI Code	-

Owner Summary

Owner Name	ID / Reg. Number	Purchase Price	Purchase Date
FEBRUARY EDWIN DANIEL	5203145115015	R ESTATE	UNKNOWN
FEBRUARY WESLEY EVEREST	5701085168019	R ESTATE	UNKNOWN

Owner Information

Owner 1 of 2

Owner Type	PERSON
Owner Name	FEBRUARY EDWIN DANIEL
ID / Reg. Number	5203145115015
Title Deed	T62575/1996
Registration Date	15/08/1996
Purchase Price	R ESTATE
Multiple Owners	NO
Multiple Properties	NO
Share	0.500000
Purchase Date	UNKNOWN
Microfilm Reference No.	1996 0667 2499

10/12/2015 14:35:15

Owner Information (Continued)

Owner 2 of 2

Owner Type	PERSON
Owner Name	FEBRUARY WESLEY EVEREST
ID / Reg. Number	5701085168019
Title Deed	T62575/1996
Registration Date	15/08/1996
Purchase Price	R ESTATE
Multiple Owners	NO
Multiple Properties	NO
Share	0.500000
Purchase Date	UNKNOWN
Microfilm Reference No.	1996 0667 2499

Endorsement(s)

Document Number	Microfilm Ref. Number	Institution	Value
I-6457/2008-I	2008 0665 3779	11933/2008-20080728	R UNKNOWN
FARM ST 510/9	1985 0072 0368	-	R UNKNOWN

History Information

Document Number	Microfilm Ref. Number	Owner	Value
T62575/1996	1996 0667 2499	-	R UNKNOWN
T1993/1946	1996 0667 2494	FEBRUARY EDWARD	R UNKNOWN

Internal Enquiry History

Company Name	Contact Person	Contact Number	E-mail Address	Enquiry Date
CLUVER MARKOTTER - STELLENBOSCH	BRONWYNNE BROWN	0218085600	bronwynneb@cm.law.za	10/12/2015
CLUVER MARKOTTER - STELLENBOSCH	BRONWYNNE BROWN	0218085600	bronwynneb@cm.law.za	03/06/2015

Report Information

Date of Information	10/12/2015
Print Date	10/12/2015
Generated By	BRONWYNNE BROWN
Reference	BLA07/0041
Report Type	DEED DOCUMENT ENQUIRY

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10/12/2015 14:35:15

"BAES"
1

Relocation Agreement

entered into between

Stellenbosch Municipality
("the Municipality")

and

Cape Dutch Estates Stellenbosch (Pty) Ltd
t/a Blaauwklippen Estate
("the Company")

and

The Occupiers of Kreefgat informal Settlement
("the Listed Occupiers")

WHEREAS the Company is the registered owner of Portion 71 (a portion of Portion 31) of the Farm Blaauwklip, No 510, Stellenbosch ("**the Property**") which Property was unlawfully occupied by the Fire Victims and other occupiers whose names are listed on Annexure A and Annexure B ("**the listed occupiers**");

AND WHEREAS the parties are in agreement that the former housing situation of the listed occupiers, was generally unfavourable, unsafe and posed certain health and safety risks for the occupants of the Property;

AND WHEREAS a fire destroyed 33 (thirty-three) informal structures occupied by the Fire Victims on the property, whose names and particulars are as set out in **Annexure A** to this agreement;

AND WHEREAS 6 (six) structures, inhabited by a further 10 (ten) families (which were not destroyed by this fire) but are situated on the river bank, below the flood line, and therefore need to be demolished and the families relocated, the particulars of whom are also included in **Annexure A** to this agreement;

AND WHEREAS the Fire Victims were temporarily removed from the Property to the community hall in Jamestown and need to be relocated;

AND WHEREAS the Company objects to the Fire Victims being relocated on the Property due to *inter alia* health and safety concerns;

AND WHEREAS the Municipality has agreed to temporarily accommodate the Fire Victims and other persons listed in Annexure A (collectively referred to as "**the affected occupiers**") ,on the Upper Cemetery, Jamestown, Stellenbosch, Farm 527/0, subject thereto that the Company making a monetary contribution;

NOW THEREFORE the parties agree as follows:

1. The Municipality must provide temporary alternative accommodation to the affected occupiers in accordance with its Emergency Housing Assistance

Policy at the Upper Cemetery, Jamestown, Stellenbosch, Farm 527/0 ("**the Site**").

2. The Company will make a monetary contribution of R800 000.00 (Eight Hundred Thousand Rand), which must be held in a trust account of its attorneys of record, Cluver Markotter Inc. ("**the Trust Account**"). The aforementioned contribution will be utilized, by the Company, in its sole discretion to procure:
   2.1. 43 (forty-three) (3x6m) Wendy houses for the affected occupiers;
   2.2. wire fencing for purposes of enclosing the part of the Site to be occupied by the affected occupiers;
   2.3. and any remaining amounts, after having procured the (Wendy houses and wire fencing), will be used to procure other goods and services to the value of the remaining amount as agreed with the Municipality.

3. The Company agrees that the Wendy houses will become the property of the Municipality on delivery to the Site.

4. The Company agrees to make a further monetary contribution, including any interest earned thereon, specifically to be utilised towards the housing provided to the affected occupiers, when Phase 2 of the housing project is implemented.

   4.1. This monetary contribution, plus the contribution made in terms of clause 2 hereof, will be equivalent to the cost of a serviced site for each of the 43 affected occupiers' families, which amount will not exceed R50 000 (fifty thousand rands) per family, escalated annually on the anniversary of the signature date of this agreement at the CPI rate for the preceding twelve months;

4.2. This monetary contribution will be paid by the Company into the Trust Account, and paid directly to the contractors of the Municipality, on the Municipality's request, which request will not be made earlier than the date on which Phase 2 of the Jamestown housing project is being implemented;

4.3. The parties record that Phase 2 will be deemed to have been implemented as soon as the first building contractor in respect of this project commenced building operations on the Site in respect of Phase 2.

5. The Company and the Municipality acknowledge that the affected occupiers are occupiers of the Kreefgat Informal Settlement and that their status with regard to their preferential claim to accommodation in the Municipal housing project on the Site will remain unaffected notwithstanding the fact that they are being relocated to different premises.

6. The Company and the Municipality further agree that the affected occupiers will be dealt with on an equal footing as the remaining occupiers (as listed on Annexure B) on its Property ("**the remaining occupiers**"), including any current and further benefits that may (currently) or in future, be provided to the remaining occupiers, in terms of any current or future relocation agreements.

7. The Municipality confirms that the affected occupiers will have access to communal water and toilet facilities on the Site and undertakes to assist the affected occupiers with transportation of their property to the Site.

8. This Agreement constitutes the entire Agreement between the parties and no modification, variation or alteration thereto shall be valid unless reduced to writing and signed by the parties thereto.

9. The Municipality and the Company, as primary parties to this agreement, however agree to be bound by the terms of this agreement and that the validity of this agreement is not dependant upon the validity of the authority granted by the person signing on behalf of some or all of the listed occupiers, and that this agreement will be binding on them (*inter partes*) even though these representatives of the listed occupiers may not have signed this agreement, and even though such representatives may not have been duly authorised.

10. Notwithstanding any express or implied provisions of this Agreement to the contrary, any latitude or extension of time which may be allowed by the one party in respect of any matter or thing that the other party is bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of the aggrieved party's rights at any time, and without notice, to require strict and punctual compliance with each and every provision or term hereof.

SIGNED at STELLENBOSCH in the presence of the undersigned witnesses on this 12th day of FEBRUARY **2015**.

AS WITNESSES:

1. .....

EC Liebenberg
.....
STELLENBOSCH MUNICIPALITY represented by the Municipal Manager: Elizabeth Christina Liebenberg, who warrants authority to execute this Agreement

2. .....

SIGNED at STELLENBOSCH in the presence of the undersigned witnesses on this 12th day of FEBRUARY **2015**.

AS WITNESSES:

1. .....

.....
CAPE DUTCH ESTATES STELLENBOSCH (PTY) LTD represented by the Managing Director: Rolf Zeitvogel, who warrants authority to execute this Agreement

2. .....

SIGNED at Stellenbosch in the presence of the undersigned witnesses on this 15th day of February **2015**.

AS WITNESSES:

1. ....

On behalf of **THE FIRE VICTIMS represented by _____ who warrants authority to execute this Agreement**

2. .....

A1.

Appendix A

FIRE AND RELATED VICTIMS AT KREEFGAT

no.	first_name	last_name	id_number	age	no_of_residents	gender	date_of_birth	structure_no
1	Solomon	Adams	3911145024084	75	3	1-Male	14/11/1938	KG07D
2	Jangane	Adams	8403010234084	30	6	2-Female	03/01/1984	KG09A
3	Annie	Arries	6708100905084	47	4	2-Female	08/10/1967	KG01B
4	Margaret	Booysen	75091190177082	1939	4	2-Female	11/09/1975	KG07B
5	Denny	Brown	6502085843083	49	2	1-Male	02/08/1965	KG04C
6	Aleck	Brown	6103055220087	53	7	1-Male	03/05/1961	KG04A
7	Titus	Cloete	6411015155081	50	3	1-Male	11/01/1964	KG10A
8	Margrieta	Daniels	5805060118087	56	2	2-Female	05/06/1958	KG10B
9	Cheswin	Dempers	8609205146087	28	3	1-Male	20/09/1986	KG08B
10	Irene	Europa	7908200183082	35	5	2-Female	20/08/1979	KG02B
11	Elzaan	Fredericks	9205300463086	22	3	2-Female	30/05/1992	KG03F.1
12	Stella	George	6110110148088	53	4	2-Female	10/11/1961	KG05
13	Sarah	Hartzenberg	6906150097089	45	3	2-Female	15/06/1969	KG02C
14	Jam	Jaarse	5912065250087	55	5	1-Male	12/06/1959	KG10C
15	Frans	Jacobs	6304265888081	51	4	1-Male	26/04/1963	KG09B
16	Louisa	Julius	6705270703083	47	4	2-Female	05/07/1967	KG07E_1
17	Mettews	Kiewiedo	7108035927080	43	1	1-Male	08/03/1971	KG10D
18	Joelton	Maarman	7602295116087	38	4	1-Male	29/02/1971	KG03B.1
19	Leaticia	Matthee	8709090187087	27	6	2-Female	09/09/1987	KG05C
20	Delicia	Matthee	7811110186080	36	5	2-Female	11/11/1978	KG05B
21	Peter	Muller	8310145122086	31	4	1-Male	14/10/1983	KG06A
22	Theodore	Plaatjies	6408115924085	50	1	1-Male	08/11/1964	KG08
23	Niklaas	Pommer	4308075135080	71	2	1-Male	08/07/1943	KG03A
24	Hendrick	Smith	5802045151085	56	1	1-Male	02/04/1958	KG12
25	Elmerie	Smith	7712030152089	37	3	2-Female	12/03/1977	KG07A

A.2

26	Marie	Snyders	5812300129080	56	2	2-Female	30/12/1958	KG03B
27	Gertruda	Swartz	8104060433085	33	0	2-Female	04/06/1981	KG01F
28	Joan	Van Wyk	7309101031084	41	3	2-Female	09/10/1973	KG07C
29	Sofie	Arras	4507140063082	70	1	2-Female	14/07/1945	KG01
30	Katriena	Diedericks	7512120611089	40	4	2-Female	12/12/1975	KG02b
31	Mereline	Jantjies	8610040413088	29	4	2-Female	01/10/1986	JT3d
32	Moses	Arras	7512205233080	40	2	1-Male	20/12/1975	JT1e
33	John	Hendricks	7102045251086	44	5	1-Male	04/02/1971	JT3f
34	Beverly	Skippers	8709050126083	28	4	2-Female	05/09/1987	JT8a
35	Samantha	Coetzee	8709010223087	28	4	2-Female	01/09/1987	JT3e
36	Sitrus	Adams	6010225213084	55	4	1-Male	22/10/1960	JT3d
37	Karin	Maarman	8105100116085	34	5	2-Female	10/05/1981	JT3
38	Alice	Zas	8112240076088	28	6	2-Female	24/12/1981	JT6
39	Mary-Anne	Davids	Unkown	Unknown	Uknown	2-Female	Unknown	JT2A
40	Michel	Wenn	8302125215089	32	5	1-Male	12/02/1983	JT7f
41	Jonathan	Phillips	Unknown	27	2	1-Male	02/07/1988	JT2a
42	Jon	Diedericks			3			
43	Johannes	Linders			2			

Appendix B

FAMILIES STILL RESIDING IN KREEFGAT - JAMESTOWN

first_name	last_name	id_number	age	no_of_dependents	gender	date_of_birth	structure_no
Salmon	Adams	6605175220086	48	6	1-Male	17/05/1966	KG17H
Charlie	Adams	6401265770085	50	6	1-Male	06/01/1964	KG17A.1
Aluiro	Adams	8110265117084	33	2	1-Male		KG07F
Carolina	Adams	6810090154085	46	2	2-Female	10/09/1986	KG17G
Brian	Ambraal	7301135166085	41	2	1-Male		KG20D
Shirley	Arendse	6809040576082	46	5	2-Female	09/04/1968	KG19
Priscilla	Arnolds	7703170187084	37	3	2-Female		KG10E
Desiree	Brown	8905091239089	25	4	2-Female	05/09/1989	KG14A
Katrina	Cillers	5501200815084	59	2	2-Female	20/01/1955	KG17D
Wilfred	Cilliers	8504025340087	29	None	1-Male	02/04/1985	KG17I
William	Claasen	6403136106085	50	2	1-Male	13/03/1964	KG18F.2
Shelma	Claasen	7101290616084	43	4	2-Female		KG21B
Joseph	Claasen	6702215536082	47	4	1-Male		KG21A
Janette	Coetzee	9004190217086	24	2	2-Female		KG03E
Bennie	Danster	8002235196084	34	None	1-Male	23/02/1980	KG22G
Francis	Davids	7403030165087	40	4	2-Female	03/03/1974	KG16B
Julian	Deysei	7107015225085	43	1	1-Male	01/07/1971	KG21D
Marlene	Fischer	8508270214087	29	4	2-Female	27/08/1985	KG22C
Celvin	Fischer	8705245153081	27	1	1-Male	24/05/1987	KG22F
John	Fredericks	8105170196082	33	2	1-Male		KG03F.2
Alcano	Hartnick	8308060143087	31	5	2-Female	08/06/1983	KG08A
Vivian	Hendricks	8906215255084	25	3	1-Male	21/06/1989	KG22I
Manie	Hendricks	6511135198083	49	4	1-Male	13/11/1965	KG22A
Christepher	Hendricks	8212255132089	32	2	1-Male	25/12/1982	KG21E
Rene	Januarie	7609090142085	38	4	2-Female	09/09/1976	KG17F
Susanna	Januarie	7507140197085	39	None	2-Female	14/07/1975	KG17C

Elton	Januarie	8007285217086	34	4	1-Male	28/07/1980	KG17B
Louise	Januarie	7203120158087	42	2	2-Female	12/03/1972	KG17J
Paul	Jooste	7205195668080	42	2	1-Male	19/05/1972	KG22D
Christian	Jooste	4612175149085	68	1	1-Male		KG22B
Nicholas	Julies	4006145501089	74	1	1-Male		KG01
Marta	Koopman	7104240248081	43	2	2-Female		KG15B
Christo	Lewis	7603085642084	38	3	1-Male	03/08/1976	KG21C
Elize	Louw	7612140514084	38	2	2-Female	14/12/1976	KG16C
Hester	Marthinus	5111510625083	63	2	2-Female	21/11/1951	KG17A.2
Roexelle	Mathyse	8307250277085	31	4	2-Female		KG13B
Charon	Matthyse	8811090176084	26	3	2-Female	11/09/1988	KG13C
Jacomina	Michaels	7103040085081	43	5	2-Female	03/04/1971	KG18F
Abraham	Muller	7403235205084	40	None	1-Male	23/03/1974	KG21B.1
Alice	Muller	3706260098081	77	3	2-Female		KG16
Marius	Muller	7603225217086	38	3	1-Male		KG16E
Elvino	Newman	8408275232087	30	2	1-Male		KG20E
Yvonne	Newman	6707270083086	47	3	2-Female		KG20B
Glenda	Pieterse	9202210257088	22	3	2-Female		KG15C
Ben	Pieterse	5602225135084	58	2	1-Male		KG15A
Lezil	Pieterse	8601250132088	28	2	2-Female	25/01/1986	KG16A
Carmen	Pietersen	8303010303089	31	4	2-Female	01/03/1983	KG18A
Adrian	Pietersen	8508276373085	29	3	1-Male	27/08/1985	KG18E
Kamies	Pietersen	5408275092088	60	2	1-Male	27/08/1954	KG18C
Joylene	Rhode	8912030189086	25	3	2-Female	12/03/1989	KG18J
Irene	Schroeder	5807050961088	56	7	2-Female	07/05/1958	KG18G
Melvin	Schroeder	8102205343086	33	2	1-Male	20/02/1981	KG18H
Hilton	Smith	7904135152082	35	None	1-Male	13/04/1979	KG18B
Jeremy	Visser	7510055260088	39	4	1-Male	05/10/1975	KG17E
Lenie	Williams	5004240778081	64	4	2-Female	24/04/1950	KG23.1

Anelda	Williams	7011140112087	44	4	2-Female	14/11/1970	KG18D
Liehana	Williams	8806220065082	26	2	2-Female		KG25

"BAE 6"

CLUVER MARKOTTER

Datum: 22 Julie 2015
Ons verw: SPL1/0001 | KGR/bbn
Dokumentnommer: IFK4133
E-pos: evictions@cm.law.za

Okkupeerders van die Kreefgat Informele Nedersetting
Die Plaas Blaauwklip
Webervalleipad
Jamestown
STELLENBOSCH

PER BALJU

Beste Meneer/Mevrou

U OKKUPASIE VAN KREEFGAT, JAMESTOWN, STELLENBOSCH

1. Ons tree op namens Blaauwklippen Agricultural Estates Stellenbosch (Edms) Bpk, ("**Blaauwklippen**"), registrasienommer: 1972/000312/07, Splendidior Properties (Edms) Bpk ("**Splendidior**"), registrasienommer: 2013/213240/07 en Menere ED en WE February ("**die February's**"). Blaauwklippen, Splendidior en die February's sal hierna gesamentlik na verwys word as "**ons kliënte**", behalwe in daardie gevalle waar daar individueel na een of meer van hulle verwys word.

2. Hierdie skrywe word aan jou gerig namens ons kliënte en reflekteer daarom ons kliënte se instruksies, tensy dit spesifiek tot die teendeel aangedui word, of waar die konteks andersins aandui.

3. Hierdie skrywe, asook die gesprekke en vergaderings wat daarop volg, word sonder benadeling van ons kliënte se regte aangepak. Ons kliënte behou egter die reg voor om die mededelings en die inhoud van hierdie skrywe (asook ons kliënt se eie

SINCE 1891

Cluver Markotter Building, Mill Street, Stellenbosch, 7600 | PO Box 12, Stellenbosch, 7599 South Africa | Telephone +27(0)21 808 5697 | Fax +27(0)21 886 5420 | info@cm.law.za www.cm.law.za | Docex 6 Stellenbosch

DIRECTORS: AMJ Melck (Chairman) | L Brink | DL Cronje | AL de Waal | JM Geyser | SM Geyser | PL Hill | JH Lamprecht | MM Loubser | L Pecoraro CW Prins | RA Stevens | L van Niekerk | MC Wild
SENIOR ASSOCIATES: B Hess | M Koen ASSOCIATES: B Brown | T Stanford | C Steenkamp | A Swanepoel | J Visser CONSULTANT: JAL de Waal
PRACTICE MANAGER: A Keyter | Cluver Markotter Incorporated | Registration Number 2000/002905/21

kommunikasies tydens die gesprekke en vergaderings) aan die hof te openbaar, sou daar 'n hofproses nodig wees in hierdie aangeleentheid.

UITNODIGING TOT HERVESTIGINGSGESPREK MET ONS KLIËNTE:

4. Ons nooi u hiermee graag uit na 'n vergadering om u voorgenome hervestiging te bespreek om **18h30 op DINSDAG, 28 JULIE 2015**, by die **WYKSKANTOOR IN JAMESTOWN (aangrensend die kliniek in Pajarostraat)**. Ons moedig u aan om u regsverteenwoordiger saam te bring na hierdie vergadering, sou u wens om so te doen.

5. Ons kliënte nooi u hiermee vriendelik uit om, gesamentlik met u verteenwoordigers, 'n oop gesprek te hê rakende die beëindiging van daardie okkupeerders, wie wel toestemming geniet/het, se toestemming, en verder hoe ons kliënte u, die okkupeerders, kan bystaan met u hervestiging vanaf die eiendom.

6. Dit moet reeds op hierdie stadium uitgewys word dat hierdie skrywe nie geïnterpreteer moet word dat ons kliënte enige nuwe reg/toestemming verleen aan diegene wat geen reg/toestemming gehad het nie, of diegene wie se reg/toestemming beëindig, om op die eiendom aan te woon nie.

7. Ons kliënte is tans in die proses om samesprekings te voer met die Munisipaliteit, en nooi u uit om met hulle in gesprek te tree, vanuit 'n humanitêre perspektief. Alhoewel ons kliënte sosiaal bewus is en wens om u by te staan, rus daar geen regsplig op ons kliënte om so te doen nie.

AGTERGROND:

8. Blaauwklippen is die geregistreerde eienaar van die eiendom met eiendom beskrywing die Restant van die Gedeelte 71 van die Plaas Blaauwklip, Nr. 510, in die Munisipaliteit en Registrasie Afdeling van Stellenbosch, Wes-Kaap Provinsie, gehou onder titelakte T34249/2015 ("**Gedeelte 71**").

9. Die February's is die geregistreerde eienaars van die eiendom met aktesbeskrywing Gedeelte 9, van die Plaas Blaauwklip, Nr. 510, in die Munisipaliteit en Registrasie Afdeling van Stellenbosch, Wes-Kaap Provinsie, gehou onder titelakte T62575/1996 ("**Gedeelte 9**").

10. Die Kreefgat Informele Nedersetting ("**Kreefgat**") is geleë op die stuk grond wat bestaan uit Gedeelte 71 en Gedeelte 9. Ons sal hierna gesamentlik verwys na hierdie Gedeeltes as "**die eiendom/Kreefgat**", behalwe daar waar dit apart na verwys word, in welke geval ons na die relevante Gedeelte spesifiek sal verwys.

11. Blaauwklippen het gedurende 2003 Gedeelte 71 van sy regsvoorgangers in titel gekoop. Op daardie stadium wat Blaauwklippen oordrag geneem het van Gedeelte 71, was die grond reeds beset deur 'n aantal okkupeerders ("**die okkupeerders**") wie informele strukture daarop opgerig het.

12. Blaauwklippen het, onmiddellik nadat oordrag geneem is van Gedeelte 71, begin onderhandel met die Stellenbosch Munisipaliteit ("**die Munisipaliteit**") rondom die hervestiging van die okkupeerders te Gedeelte 71. Die Munisipaliteit het reeds op hierdie stadium (gedurende 2003) aangedui dat hierdie okkupeerders in die toekoms hervestig sal word na 'n behuisingsskema binne Jamestown. Voorgemelde het ongelukkig nooit gerealiseer nie.

13. Een van Blaauwklippen se hoofredes vir die versoek was die haglike lewenstoestande waarmee die okkupeerders op Kreefgat gekonfronteer word, sowel as die gesondheid- en veiligheidsrisiko's wat dit vir die okkupeerders inhou.

14. Die infrastruktuur te Kreefgat is (en was nog altyd) baie basies. Alhoewel daar 'n aantal straatligte is (welke straatligte alleenlik opgerig was weens Blaauwklippen se inspanning), is daar geen elektrisiteitsaansluiting na die individuele strukture nie. Water word verskaf deur die Munisipaliteit vanaf die Webersvalleipad, deur middel van 'n enkel 25mm PVC pyp, waaraan elke individuele huishouding gekoppel is. Aangesien daar geen rioolaansluiting is nie, is die emmer-sisteem nog in werking. Daar was in die verlede gevalle wat die Munisipaliteit versuim, of nagelaat, het om die riool te kollekteer.

15. Alhoewel Blaauwklippen vir Bart Senekal Siviele Ingenieurs opdrag gegee het, en betaal het, om 'n rioolsisteem te ontwerp, het die Munisipaliteit geweier om die stelsel te installeer, aangesien dit 'n "vermorsing van geld" sou wees om toilette te installeer, kort voordat die gemeenskap verskuif sou word na 'n nuwe behuisingsprojek. Terwyl die behuisingsprojek nog (steeds) nie materialiseer het nie, was die okkupeerders geforseer om in die haglike lewensomstandighede voort te bly leef. Hierdie gemeenskap word ook deur 'n hoë misdaadsyfer geteister en 'n aantal dwelmhandelaars en smokkelhuise bedryf besigheid vanaf die perseel.

16. In 'n verdere poging om die standaarde te Kreefgat te verbeter, het Blaauwklippen onderhandel met EVKOM vir die voorsiening van elektrisiteit aan die okkupeerders te Kreefgat. Die koste van die infrastruktuur benodig om hierdie dienste te voorsien was ongelukkig voorkomend duur en kon ongelukkig nie alleenlik deur Blaauwklippen gedra word nie. Hierdie onderhandelinge deur Blaauwklippen met EVKOM het egter wel gelei tot die voorsiening van straatligte op die hoof toegangsroete binne Kreefgat.

17. Ongelukkig, ondanks Blaauwklippen se daadwerklike pogings, het die lewensstandaarde by Kreefgat heeltemal ongunstig en onveilig gebly. Daar is steeds baie min, tot geen, dienste wat verskaf word aan Kreefgat. Die infrastruktuur is van 'n baie swak kwaliteit en die okkupeerders se algemene lewensstandaard is substandaard.

18. Blaauwklippen was altyd sorgsaam teenoor die okkupeerders van Kreefgat, selfs al het dit op geen stadium 'n regsverhouding, of enige ander tipe verhouding, met die inwoners/okkupeerders gehad nie, of 'n regsplig teenoor hulle gehad nie.

19. Blaauwklippen het gedurende 2006 die Munisipaliteit gedreig met 'n aansoek vir al die okkupeerders se uitsetting, maar was die aansoek teruggetrek toe die Munisipaliteit hulle ondememing herhaal het om die aangeleentheid buite die hof op te los, deur die okkupeerders te hervestig. Die Munisipaliteit het weereens versuim om hul onderneming na te kom (om Blaauwklippen by te staan deur die okkupeerders vanaf Gedeelte 71 te hervestig).

20. Op 14 Januarie 2015 het 'n verwoestende vuur uitgebreek in Kreefgat op 'n gedeelte van Blaauwklippen se eiendom, waardeur verskeie persone nadelig geaffekteer was ("**die brandslagoffers**"). Aangesien dit 'n informele nedersetting is sonder enige bouregulasies, en die boumateriaal gebruik deur die okkupeerders hoogs vlambaar is, het die vuur teen 'n vinnige tempo versprei. Die resultaat was dat 30 strukture heeltemal vernietig was en sekere strukture ernstige skade opgedoen het. Slegs nadat Blaauwklippen druk uitgeoefen het op die Munisipaliteit, deur middel van onderhandelinge, met die gevolg dat Blaauwklippen 'n aansienlike finansiële bydrae moes maak tot die hervestiging, was die brandslagoffers hervestig na Munisipale grond.

21. Dit is ons kliënte se submissie dat die hervestiging voordelig was vir beide Blaauwklippen en die geaffekteerde brandslagoffers.

22. Die lewensstandaard van die brandslagoffers het verbeter met hulle hervestiging. Die brandslagoffers woon nou in 'n meer geordende area, en het hulle nou toegang tot 'n sentrale toilette sisteem (in teenstellig met die emmer-sisteem tans in werking by Kreefgat), lopende water, en goeie kwaliteit tydelike struktuur. Die Munisipaliteit het dan ook op 20 Julie 2015 begin om die nodige infrastruktuur in plek te sit om elektrisiteit aan die brandslagoffers te verskaf by die perseel waar hulle heen hervestig is.

U HUIDIGE OKKUPASIE VAN KREEFGAT:

23. Dit is ons instruksies dat die okkupeerders onregmatige okkupeerders is, wat okkupasie van die eiendom geneem het sonder ons kliënte, of ons kliënte se regsvoorgangers in titel, se toestemming. Dit is verder ons instruksies dat selfs in die geval dat sekere van

die okkupeerders wel toestemming gehad het, dat daardie toestemming beëindig is, of dat die rede vir die toestemming weggeval het.

24. Dit is ons instruksies dat geeneen van die huidige okkupeerders tans 'n kontraktuele verhouding, of enige ander tipe verhouding, met enigeen van ons kliënte het nie. Daar is dus geen objektiewe rede vir die okkupeerders, of enigiemand wat onder hulle hou, om hulle okkupasie van die eiendom voort te sit nie.

25. In die geval dat een of ander vorm van toestemming (uitdruklik of stilswyend) verleen is aan die okkupeerders deur ons kliënte, of hulle regsvoorgangers, om die eiendom te bewoon (wat ons nie hiermee erken nie), is dit ons instruksies om daardie toestemming/reg van verblyf hiermee te beëindig.

26. Dit is verder ons instruksies om aktief ons te beywer vir u hervestiging van die eiendom, en die moontlikhede te ondersoek en te poog om dit te verwesenlik. U sal egter sien dat dit geensins ons kliënte se bedoeling is dat u, die okkupeerders, hulpeloos en dakloos gelaat moet word as gevolg van die aksie nie.

27. As gevolg van die swak lewensstandaarde, risiko van brande in die toekoms, tekort aan basiese dienste binne die gemeenskap, dring ons kliënte aan dat die huidige posisie nie onveranderd kan bly nie.

U HERVESTIGING VAN KREEFGAT:

28. Uit hoofde daarvan dat die lewensstandaarde op die eiendom so laag is, en u geen rede het om op die eiendom aan te bly nie, is ons kliënte begerig om u, die okkupeerders, vanaf die eiendom te hervestig, in 'n soortgelyke manier as die brandslagoffers.

29. Ons het opdrag gekry om die samesprekings met die Munisipaliteit weer aan die gang te sit, om te poog om u, die okkupeerders, van die eiendom te hervestig, met die Munisipaliteit se bydra.

30. Ons kliënte is begerig om samesprekings met die Munisipaliteit tesame met die okkupeerders te voer. Ons kliënte glo dat dit die beste manier is om die voordeligste oplossing, vir alle betrokke partye, te bereik (soos bewys was met die brandslagoffers).

31. Dit is ons kliënte se wens dat alle relevante belanghebbendes, in samewerking met mekaar, 'n ooreenkoms sal bereik in terme waarvan u, die okkupeerders, uiteindelik hervestig word na 'n plek waar hulle lewensstandaard en sosiale welwese drasties verbeter word, en ons kliënte volle besit van hulle eiendom terugkry.

HERVESTIGINGSSAMESPREKINGS MET MUNISIPALITEIT:

32. Addisioneel tot die gesprekvoeringe met u, die okkupeerders, beoog ons kliënte om in samesprekings te tree met die Munisipaliteit, soos reeds voorheen gedoen is. Die samesprekings sal daarop gefokus wees om 'n moontlike oplossing te vind, in terme waarvan die okkupeerders hervestig word na Munisipale grond, met die geldelike bystand van ons kliënte.

33. Die Munisipaliteit het 'n plig, wat vervat is in die Grondwet, sowel as ander relevante wetgewing, om noodbehuising aan persone te verskaf wat dakloos gelaat sou word weens 'n uitsettingsbevel. Ons kliënte, tesame met die okkupeerders, sou genoegsame druk op die Munisipaliteit kon uitoefen gedurende hierdie samesprekings, om sodoende die Munisipaliteit te forseer om hulle grondwetlike pligte te eerbiedig teenoor u, die okkupeerders.

34. Vir hierdie samesprekings met die Munisipaliteit om betekenisvol te wees, en om te verseker dat 'n ooreenkoms bereik word wat gepas is , en aanvaarbaar is vir u, die okkupeerders, versoek ons u om deel te vorm van, alternatiewelik u verteenwoordigers te ondersteun, tydens die betekenisvolle samesprekings.

35. Na die eerste hervestigsgesprek met u, die okkupeerders, of u verteenwoordigers, sal ons kliënte 'n vergadering met die Munisipaliteit versoek en hoop ons om u verteenwoordigers daar te hê met ons tydens die gesprekvoering.

KENNISGEWING VAN BEËINDIGING VAN TOESTEMMING/REG VAN VERBLYF EN MOONTLIKE UITSETTING:

36. In soverre u reg/toestemming om op die eiendom te woon nog nie beëindig is nie (sonder om te erken dat u enige sodanige reg/toestemming gehad het), is dit ons instruksies om, soos ons hiermee doen, u een kalendermaand se kennis te gee van die beëindiging van u reg of toestemming tot verblyf op **31 Augustus 2015**. U aanwoning op die perseel sal derhalwe na daardie datum onregmatig wees en sal u uself moet beywer om alternatiewe akkommodasie te vind na daardie datum.

37. Ons kliënte is wel bewus daarvan dat 'n gesprek met die Munisipaliteit moontlik nie, op sy eie, die gewensde reaksie van die Munisipaliteit sal hê nie.

38. Daarom, behou ons kliënte hul regte voor om die gepaste hof te nader vir 'n uitsettingsbevel, sou dit duidelik word vir ons kliënte dat geen gepaste oplossing bereik sal word deur betekenisvolle interaksie met die Munisipaliteit nie.

39. Neem kennis dat die Munisipaliteit op 'n vorige aangeleentheid ons kliënte reeds ingelig het, dat hulle eers 'n aansoek om uitsetting van u, die okkupeerders, moet loods, om die Munisipaliteit in staat te stel om ons kliënte en die okkupeerders te help. Indien ons kliënte dus genoodsaak word om 'n aansoek te loods vir u uitsetting, word dit gedoen om fondse van die publieke sektor te ontlok en word dit geloods met die nodige besef van die ongewensde gevolge van so stap.

40. **Neem asseblief kennis dat so 'n aansoek gepaard sal gaan met 'n bede om die Munisipaliteit te verplig om hulle Grondwetlike pligte teenoor u as okkupeerders na te kom en alternatiewe akkommodasie aan u die okkupeerders te verskaf.** Dit is daarom ons kliënte se oogmerk dat dit sal verhoed dat enige iemand dakloos gelaat sal word.

41. Daarom, indien ons kliënte nie 'n buite-hof-ooreenkoms bereik met die Munisipaliteit nie, om u te hervestig nie, sal ons verplig word om die noodsaaklike regsproses te gebruik om die Munisipaliteit te forseer om alternatiewe noodakkommodasie te verskaf (Soos hulle verplig is om te doen in terme van die Grondwet, die relevante wetgewing en behuisingskodes).

42. Ons kliënte hoop egter dat laasgenoemde geval nooit sal gebeur nie, en wens dat die aangeleentheid opgelos kan word deur 'n wedersyds voordelige ondersoekende proses tussen al die partye, wat sal lei tot 'n menslike uitkoms in terme waarvan die beste moontlike oplossing bereik word vir alle betrokke partye.

43. Die oorhoofse doel van hierdie skrywe is om aan die Munisipaliteit te bewys dat ons kliënte met 'n proses begin het, in terme waarvan daar ondersoek ingestel word oor hoe die okkupeerders gehelp kan word. Hierdie skrywe dien dus die doel om publieke befondsing deur die Munisipaliteit te mobiliseer.

Die uwe

JM GEYSER
CLUVER MARKOTTER ING

"BAE7"

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR S ADAMS - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:35 het ek hierdie AANMANINGSBRIEF beteken aan MNR S ADAMS - OKKUPEERDER persoonlik te 17H KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

CLUVER MARKOTTER INC/ING.
ASSIGNEE / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15007

ONTVANG
28 JUL 2015
RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr. 10056 BtwReg
Your Reference • U Verwysing SPL1/0001/JMG/if
My Reference • My Verwysing
Ret: 115751/Candice/1

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:35 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te 17H KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15006

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
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Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115795/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR VISSER - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:33 het ek hierdie AANMANINGSBRIEF beteken aan MNR VISSER - OKKUPEERDER persoonlik te 17E KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

MAILROOM CLUVER MARKOTTER INC/ING.
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15005

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG
28 JUL 2015
RECEIVED

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stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

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Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115749/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:33 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te 17E KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15004

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

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stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115750/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV CILLIERS - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:30 het ek hierdie AANMANINGSBRIEF beteken aan MEV CILLIERS - OKKUPEERDER persoonlik te KG17I KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

CLUVER MARKOTTER INC/ING.
MAILBOX
AGENT DATUM

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15003

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE J NORTJE
Adjunk Balju

ACCOUNTS ONTVANG
28 JUL 2015
RECEIVED

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Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115748/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV LINDERS - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:25 het ek hierdie AANMANINGSBRIEF beteken aan MEV LINDERS - OKKUPEERDER persoonlik te KG17G KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

Original
Oorspronklik

M CLUVER MARKOTTER INC/ING.
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E
ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15001

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE J NORTJE
Adjunk Balju

ACCOUNTS ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115747/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:25 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te KG17G KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

CLUVER MARKOTTER INC/ING.

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15000

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

RECEIPTS
ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115793/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV JANUARIE - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:20 het ek hierdie AANMANINGSBRIEF beteken aan MEV JANUARIE - OKKUPEERDER persoonlik te KG17B KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

MAILROOM CLUVER MARKOTTER INC.
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14999

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

FormDesign © Sheriff Office System (Pty) Ltd 1998 - 2012

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115746/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:20 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te KG17B KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

CLUVER MARKOTTER INC/ING.

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14998

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: *Standard Bank*
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: *072203587*

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115792/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV H MARTINUS - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:14 het ek hierdie AANMANINGSBRIEF beteken aan MEV H MARTINUS - OKKUPEERDER persoonlik te KG17A KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

MAILROOM CLUVER MARKOTTER INC/ING.
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14997

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115745/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:14 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te KG17A KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

CLUVER MARKOTTER INC/M.G.
MAILROOM
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14996

GEORGE S NORTJE
Adjunk Balju

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

RP Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115791/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR ADAMS - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:10 het ek hierdie AANMANINGSBRIEF beteken aan MNR ADAMS - OKKUPEERDER persoonlik te JT17A KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14995

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115744/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:10 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te JT17A KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REêL 9(3)(e).

M CLUVER MARKOTTER INC/ING.
MAILROOM
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14994

ACCOUNTS ONTVANG 23 JUL 2015 RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

RP Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

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VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115790/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV PIETERSE - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:02 het ek hierdie AANMANINGSBRIEF beteken aan MEV PIETERSE - OKKUPEERDER persoonlik te 16D KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

CLUVER & MARKOTTER INC.
MAILROOM
RECEIVED / OUTGOING

Sheriff Fees Baljugelde | Date Datum: 23.07.2015 | Tax Invoice Number Belastingfaktuur Nr.: I 14993

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.: | You may require this account to be taxed and vouched before payment U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling | Total Totaal: 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115743/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:03 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te 16D KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

CLUVER MARKOTTER INC.
MAILROOM
RECEIVED

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14992

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

Form Design © Sheriff Office System (Pty) Ltd 1998 - 2012

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115789/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEJ LOUW - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 13:59 het ek hierdie AANMANINGSBRIEF beteken aan MEJ LOUW - OKKUPEERDER persoonlik te 16C KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

CLUVER MARKOTTER INC/ING.
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14991

ONTVANG
28 JUL 2015
RECEIVED
ACCOUNTS

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115742/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 13:59 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te 16C KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

CLUVER MARKOTTER INC/ING.
ACCOUNTS
RECEIVED/ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14990

ONTVANG
28 JUL 2015
RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115788/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV DAVIDS - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 13:55 het ek hierdie AANMANINGSBRIEF beteken aan MEV DAVIDS - OKKUPEERDER persoonlik te 16B KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

ORIGINAL

MAILROOM CLUVER MARKOTTER INC/ING.
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14989

ACCOUNTS ONTVANG 20 JUL 2015 RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE SONORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115741/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 13:55 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te 16B KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

MAILROOM CLUVER MARKOTTER INC/ING.
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14988

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115787/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR MULLER - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 13:52 het ek hierdie AANMANINGSBRIEF beteken aan MNR MULLER - OKKUPEERDER persoonlik te 16E KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14987

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. / BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total / Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115740/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV MULLER - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 13:50 het ek hierdie AANMANINGSBRIEF beteken aan MEV MULLER - OKKUPEERDER persoonlik te JT16A KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

CLUVER MARKOTTER INC/ING.
ACCOUNTS
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14985

ONTVANG
ACCOUNTS
28 JUL 2015
RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (5-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115739/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 13:46 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te KG15A KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REËL 9(3)(e).

Original Oorspronklik®

MAILROOM CLUVER MARKOTTER INC/ING.
REGISTERED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14983

ACCOUNTS ONTVANG 20 JUL 2015 RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115736/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV ARENDSE - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 13:47 het ek hierdie AANMANINGSBRIEF beteken aan MEV ARENDSE - OKKUPEERDER persoonlik te JT19 KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

MAILROOM CLUVER MARKOTTER INC/ING.
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14982

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG 28 JUL 2015

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115737/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 13:48 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te JT19 KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

CLUVER MARKOTTER INC.
MAILBOX
ONTVANGS / RECEIVED

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14981

ACCOUNTS ONTVANG
28 JUL 2015
RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115738/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV BROWN - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 13:45 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van MEV BROWN - OKKUPEERDER se WONING te NR.JTA14 KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

CLUVER MARKOTTER INC.

Sheriff Fees Baljugelde | Date Datum 23.07.2015 | Tax Invoice Number Belastingfaktuur Nr. I 14979

ONTVANG
20 JUL 2015
ACCOUNTS
RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE'S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr. | You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling | Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115733/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 13:42 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te NR.JTA 13 KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

MAILROOM CLUVER MARKOTTER INC/ING.
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14977

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115731/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR LUDICK - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 13:40 het ek hierdie AANMANINGSBRIEF beteken aan MNR LUDICK - OKKUPEERDER persoonlik te KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

NOTA: GEEN NOMMER OP INFORMELE STRUKTUUR.

Oorspronklike
Original

MAILROOM CLUVER MARKOTTER INC/ING.
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14976

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getaksaeer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115730/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR LUDICK - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 13:40 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van MNR LUDICK - OKKUPEERDER se WONING te KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

NOTA: GEEN NOMMER OP INFORMELE STRUKTUUR.

MAILROOM CLUVER MARKOTTER INC/ING.
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14975

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. / BTW Reg Nr.

You may require this account to be taxed and vouched before payment U kan vereis dat hierdie rekening getaksseer en gestaaf word voor betaling

Total / Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115785/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR BOOYSEN - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 13:32 het ek hierdie AANMANINGSBRIEF beteken aan MNR BOOYSEN - OKKUPEERDER persoonlik te NR.3 KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

NOTA: LAASTE HUIS BO AGTER DRAAD.

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14974

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115728/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR BOOYSEN - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 13:36 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van MNR BOOYSEN - OKKUPEERDER se WONING te NR.3 KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

M CLUVER MARKOTTER INC/ING.
A
I
L
R
O
O
M
RECEIVED/ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14973

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115729/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV BOOYSEN - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

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Op hierdie 22ste dag van Julie 2015 om 13:29 het ek hierdie AANMANINGSBRIEF beteken aan MEV BOOYSEN - OKKUPEERDER persoonlik te HENDRIK NR.2 KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

NOTA: LET WEL MNR BOOYSEN WERK TE BLAAUWKLIPPEN.

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14971

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: ***Standard Bank***
Name: **Sheriff Stellenbosch Business Account**
BrCode: **050210**
AccNo: ***072203587***

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ref: 115726/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 13:28 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te NR 3 (ONDERR) KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14.970

ACCOUNTS ONTVANG 20 JUL 2015 RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: *Standard Bank*
Name: **Sheriff Stellenbosch Business Account**
BrCode: **050210**
AccNo: ***072203587***

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115725/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR ADAMS - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 13:25 het ek hierdie AANMANINGSBRIEF beteken aan MNR ADAMS - OKKUPEERDER persoonlik te NR.2(ONDER) KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

NOTA: MEEGEDEEL ANDER OKKUPEERDERS TE GEGEWE ADRES IS MEJ ARIES MET 2 KINDERS.

CLUVER MARKOTTER INC/ING.
ACCOUNTS
ONTVANG / RECEIVED

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14969

ACCOUNTS ONTVANG 30 JUL 2015 RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115723/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR ADAMS - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 13:27 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van MNR ADAMS - OKKUPEERDER se WONING te NR.2(ONDER) KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

CLUVER MARKOTTER INC/ING.
MAILROOM
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14968

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG
20 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan verees dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115724/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR VICTOR - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 13:22 het ek hierdie AANMANINGSBRIEF beteken aan MNR VICTOR - OKKUPEERDER persoonlik te KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

NOTA: GEEN NOMMER OP INFORMELE STRUKTUUR.

CLUVER MARKOTTER INC
ATTORNEYS
STELLENBOSCH

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 14966

ACCOUNTS ONTVANG 20 JUL 2015 RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115721/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR COETZEE - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 13:16 het ek hierdie AANMANINGSBRIEF beteken aan MNR COETZEE - OKKUPEERDER persoonlik te KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

NOTA: GEEN NOMMER OP INFORMELE STRUKTUUR.

MAILROOM CLUVER MARKOTTER INC/ING.
RECEIVED / ONTVANG

Sheriff Fees Baljugelde | Date Datum 23.07.2015 | Tax Invoice Number Belastingfaktuur Nr. I 14964

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
Randteringsfooi	1	0.00	10.00
Reis kostes 5.00 p/km	1	0.00	70.00
Dringende Fooi	1	0.00	150.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr. | You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling | Total Totaal 306.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115720/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:18 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te 18F KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

CLUVER MARKOTTER INC.

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15029

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

ONTVANG
23 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115762/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR A PIETERSEN - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:15 het ek hierdie AANMANINGSBRIEF beteken aan MNR A PIETERSEN - OKKUPEERDER persoonlik te 18E KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

CLUVER MARKOTTER INC/ING.

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15027

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. / BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total / Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115761/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:12 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te 18D KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15026

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

RP Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

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24 JUL 2015
RECEIVED

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115806/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV A WILLIAMS - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:12 het ek hierdie AANMANINGSBRIEF beteken aan MEV A WILLIAMS - OKKUPEERDER persoonlik te 18D KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

Original Oorspronklik

MAILROOM CLUVER MARKOTTER INC/ING.
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15025

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

RP Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

FormDesign © Sheriff Office System (Pty) Ltd 1998 - 2012

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115760/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR K PIETERSEN - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:09 het ek hierdie AANMANINGSBRIEF beteken aan MNR K PIETERSEN - OKKUPEERDER persoonlik te 18C KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

CLUVER MARKOTTER INC/INS.
MAILROOM
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15024

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115759/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:09 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te 18C KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

CLUVER MARKOTTER INC/ING.

ONTVANG / RECEIVED

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15023

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG 20 JUL 2015 RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115805/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 20ste dag van Julie 2015 om 15:06 het ek'n afskrif van die AANMANINGSBRIEF behoorlik betekèn deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te 18B KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REËL 9(3)(e).

CLUVER MARKOTTER INC.
ALTERED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15021

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ONTVANG
20 JUL 2015
RECEIVED
ACCOUNTS

RP Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115804/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR SMIT - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 20ste dag van Julie 2015 om 15:06 het ek hierdie AANMANINGSBRIEF beteken aan MNR SMIT - OKKUPEERDER persoonlik te 18B KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15022

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ONTVANG
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

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VAT Reg No. / BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening gelakseer en gestaaf word voor betaling

Total / Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115758/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEJ PIETERSEN - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:04 het ek hierdie AANMANINGSBRIEF beteken aan MEJ PIETERSEN - OKKUPEERDER persoonlik te 18A KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

MAILROOM CLUVER MARKOTTER INC/ING.
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15020

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

RP Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. / BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total / Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115757/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:04 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te 18A KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

CLUVER MARKOTTER INC/ING.
MAIL BOX
RECEIVED/ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15019

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. / BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total / Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115803/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR MICHAELS - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:00 het ek hierdie AANMANINGSBRIEF beteken aan MNR MICHAELS - OKKUPEERDER persoonlik te KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

NOTA: GEEN NOMMER OP INFORMELE STRUKTUUR.

MAILROOM CLUVER MARKOTTER INC/R.G.
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15018

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

Form Design © Sheriff Office System (Pty) Ltd 1998 - 2012

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115764/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:00 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

NOTA: GEEN NOMMER OP INFORMELE STRUKTUUR - MNR MICHAELS SE WONING.

CLUVER MARKOTTER INC.

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15017

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: *Standard Bank*
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: *072203587*

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and voucned before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115801/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:50 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

NOTA: GEEN NOMMER OP INFORMELE STRUKTUUR.

CLUVER MARKOTTER INC/ING.
ATTORNEYS
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15016

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG
20 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. / BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total / Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115765/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:48 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te 17J KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

M CLUVER MARKOTTER INC/ING.
A
L
B
O
T
H
A

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15014

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

ONTVANG
28 JUL 2015
RECEIVED

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115802/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEJ L JANUARIE - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:48 het ek hierdie AANMANINGSBRIEF beteken aan MEJ L JANUARIE - OKKUPEERDER persoonlik te 17J KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

CLUVER MARKOTTER INC/ING.

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15015

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. / BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total / Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115763/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:45 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te KG17F KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

CLUVER MARKOTTER INC/ING.
MAILROOM
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15013

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: *Standard Bank*
Name: **Sheriff Stellenbosch Business Account**
BrCode: 050210
AccNo: *072203587*

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115798/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV BOTHA - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:45 het ek hierdie AANMANINGSBRIEF beteken aan MEV BOTHA - OKKUPEERDER persoonlik te KG17F KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15012

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115754/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:42 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te 17C KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

CLUVER MARKOTTER INC/ING.

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15011

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115797/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEN JANUARIE - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:42 het ek hierdie AANMANINGSBRIEF beteken aan MEN JANUARIE - OKKUPEERDER persoonlik te 17C KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

Original Corporate

CLUVER MARKOTTER INC/INS.
ATTORNEYS
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15010

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE'S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

RP Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. / BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total / Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115753/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEJ CILLIERS - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 14:40 het ek hierdie AANMANINGSBRIEF beteken aan MEJ CILLIERS - OKKUPEERDER persoonlik te 17D KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

MAILROOM CLUVER MERKOTTER INCORP.
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15009

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115752/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV ADONIS - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 16:02 het ek hierdie AANMANINGSBRIEF beteken aan MEV ADONIS - OKKUPEERDER persoonlik te KG24 KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15059

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: *Standard Bank*
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: *072203587*

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115779/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 16:02 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te KG24 KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15058

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ONTVANG
20 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115822/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR HENDRICKS - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 16:00 het ek hierdie AANMANINGSBRIEF beteken aan MNR HENDRICKS - OKKUPEERDER persoonlik te JT22F KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15057

ONTVANG
23 JUL 2015
RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

Form Design © Sheriff Office System (Pty) Ltd 1998 - 2012

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115778/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 16:00 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te JT22F KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15056

ONTVANG
20 JUL 2015
RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE E NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115821/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.4
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR JOOSTE - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:57 het ek hierdie AANMANINGSBRIEF beteken aan MNR JOOSTE - OKKUPEERDER persoonlik te 22D KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15055

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115777/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

[redacted]

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:57 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te 22D KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15054

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

OMTANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getekseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115820/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV FISCHER - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:55 het ek hierdie AANMANINGSBRIEF beteken aan MEV FISCHER - OKKUPEERDER persoonlik te 22C KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15053

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115776/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:55 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te 22C KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15052

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
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Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115819/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR JOOSTE - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:52 het ek hierdie AANMANINGSBRIEF beteken aan MNR JOOSTE - OKKUPEERDER persoonlik te KB22B KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15051

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

R P Lewis
Sheriff – Balju
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Marieland
7602
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Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115775/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:52 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te KG22B KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15050

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115818/Candice/i

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV FISCHER - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:49 het ek hierdie AANMANINGSBRIEF beteken aan MEV FISCHER - OKKUPEERDER persoonlik te JT22A KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15049

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
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Matieland
7602
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Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115774/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:49 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te JT22A KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15048

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

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VAT Reg No. / BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total / Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115817/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR ENGELBRECHT - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:47 het ek hierdie AANMANINGSBRIEF beteken aan MNR ENGELBRECHT - OKKUPEERDER persoonlik te JT28 KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15047

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

RP Lewis
Sheriff – Balju
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P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

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ONTVANG
28 JUL 2015
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VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115773/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:47 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te JT28 KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15046

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

RP Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

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RECEIVED

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getaksseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115816/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

•N.A •
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV LEWIS - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:41 het ek hierdie AANMANINGSBRIEF beteken aan MEV LEWIS - OKKUPEERDER persoonlik te JT21C KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15045

28 JUL 2015
RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
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Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. / BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total / Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115771/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:41 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te JT21C KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

CLUVER MARKOTTER INC/ING.

ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15044

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ONTVANG
20 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
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7602
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stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. / BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total / Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115815/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR J CLAASEN - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:37 het ek hierdie AANMANINGSBRIEF beteken aan MNR J CLAASEN - OKKUPEERDER persoonlik te JT21A KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15043

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

OMTVANG 28 JUL 2015 RECEIVED

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: *Standard Bank*
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: *072203587*

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115770/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:37 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te JT21A KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

Sheriff Fees / Sheriffgelde	Date / Datum	23.07.2015	Tax Invoice Number / Belastingfaktuur Nr.	I 15042

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. / BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total / Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115814/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR AMBRAAL - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:34 het ek hierdie AANMANINGSBRIEF beteken aan MNR AMBRAAL - OKKUPEERDER persoonlik te JT20D KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

CLUVER MARKOTTER INC.

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15041

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

ONTVANG
28 JUL 2015
RECEIVED

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115769/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR ABRAHAM COETZEE - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:31 het ek hierdie AANMANINGSBRIEF beteken aan MNR ABRAHAM COETZEE - OKKUPEERDER persoonlik te JT20A KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

CLUVER MARKOTTER INC.

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15039

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. / BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total / Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115768/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:31 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te JT20A KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

CLUVER MARKOTTER INCORPORATED

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15038

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ONTVANG
23 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115812/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

~~TV.A~~
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEJ R NEWMAN - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:28 het ek hierdie AANMANINGSBRIEF beteken aan MEJ R NEWMAN - OKKUPEERDER persoonlik te JT20C KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15037

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ONTVANG
23 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. / BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total / Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115767/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:28 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te JT20C KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

CLUVER MARKOTTER INC/ING.
ATTORNEYS
REGISTRED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15036

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115811/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEJ NEWMAN - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:26 het ek hierdie AANMANINGSBRIEF beteken aan MEJ NEWMAN - OKKUPEERDER persoonlik te JT20B KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

MAILROOM CLUVER MARKOTTER INC.
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15035

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

Form Design © Sheriff Office System (Pty) Ltd 1998 - 2012

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115766/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:26 het ek 'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te JT20B KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15034

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115810/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:22 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te JT18H KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15033

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

ACCOUNTS ONTVANG 28 JUL 2015 RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115809/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:15 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te 18E KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

CLUVER MARKOTTER INC/ING.
MAILROOM
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15028

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE'S NORTJE
Adjunk Balju

ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115807/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:19 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te JT18G KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15031

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115808/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV SCHRODER - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:19 het ek hierdie AANMANINGSBRIEF beteken aan MEV SCHRODER - OKKUPEERDER persoonlik te JT18G KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

Original Copy

CLUVER MARKOTTER INC/ING.
MAILROOM
RECEIVED / ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15030

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ONTVANG
23 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

Form Design © Sheriff Office System (Pty) Ltd 1998 - 2012

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115756/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MNR SCHRODER - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 15:22 het ek hierdie AANMANINGSBRIEF beteken aan MNR SCHRODER - OKKUPEERDER persoonlik te JT18H KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

CLUVER MARKOTTER INC/ING.
ALLEN
LEGITIMATIE / SITVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15032

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. / BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total / Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115755/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV CLAASEN - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 16:20 het ek hierdie AANMANINGSBRIEF beteken aan MEV CLAASEN - OKKUPEERDER persoonlik te KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

NOTA: GEEN NOMMER OP INFORMELE STRUKTUUR.

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15069

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. / BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total / Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ref: 115826/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 16:15 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

NOTA: GEEN NOMMER OP INFORMELE STRUKTUUR.

ORIGINAL

CLUVER MARKOTTER INC/ING.

ONTVANG

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15067

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE P NORTJE
Adjunk Balju

ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment U kan verers dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115825/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV L WILLIAMS - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 16:12 het ek hierdie AANMANINGSBRIEF beteken aan MEV L WILLIAMS - OKKUPEERDER persoonlik te KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

NOTA: GEEN NOMMER OP INFORMELE STRUKTUUR.

CLUVER MARKOTTER INC/ING.

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15066

ONTVANG
28 JUL 2015
RECEIVED

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: *Standard Bank*
Name: **Sheriff Stellenbosch Business Account**
BrCode: **050210**
AccNo: ***072203587***

VAT Reg No. / BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total / Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115772/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 16:09 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te 21D KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15065

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
SheriffNet Koste	1	0.00	10.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50

GEORGE S NORTJE
Adjunk Balju

ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115783/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 16:08 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te JT21B KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15064

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115782/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 16:05 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te KG23B KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15063

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

ONTVANG
23 JUL 2015
RECEIVED

GEORGE S NORTJE
Adjunk Balju

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za
Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. / BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling

Total / Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ♦ Rekening Nr.
Your Reference ♦ U Verwysing
My Reference ♦ My Verwysing
Ret: 115824/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

[redacted]

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV WILLIAMS - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 16:05 het ek hierdie AANMANINGSBRIEF beteken aan MEV WILLIAMS - OKKUPEERDER persoonlik te KR23B KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15062

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. / BTW Reg Nr.

You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening gelakseer en gestaaf word voor betaling

Total / Totaal 76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115780/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 16:04 het ek'n afskrif van die AANMANINGSBRIEF behoorlik beteken deur die aanhegting daarvan aan die buite- of hoofdeur van OKKUPEERDER se WONING te KG23A KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH. Geen ander wyse van betekening moontlik na ywerige deursoeking. REëL 9(3)(e).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15061

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ONTVANG
23 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. • Rekening Nr.
Your Reference • U Verwysing
My Reference • My Verwysing
Ret: 115823/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

[redacted]

N.A
Gehou te N.A

Case No – Saak No N/A

In die saak tussen:
SPLENDIDIOR PROPERTIES (EDMS) BPK
en:
MEV WILLIAMS - OKKUPEERDER

Relaas ooreenkomstig die bepalings van die Wet op Landdroshowe 32 van 1944, soos gewysig

Op hierdie 22ste dag van Julie 2015 om 16:04 het ek hierdie AANMANINGSBRIEF beteken aan MEV WILLIAMS - OKKUPEERDER persoonlik te KG23A KREEFGAT INFORMELE NEDERSETTING, WEBERVALLEI WEG, JAMESTOWN, STELLENBOSCH deur aan bogenoemde 'n afskrif daarvan te oorhandig nadat ek 'n gesertifiseerde afskrif getoon, asook die aard en die inhoud van die gemelde prosesstuk verduidelik het. REëL 9(3)(a) / REëL 64(3).

Sheriff Fees Baljugelde	Date Datum	23.07.2015	Tax Invoice Number Belastingfaktuur Nr.	I 15060

Beskrywing	Hoev	BTW	Bedrag
Betekening (6-12)	1	0.00	41.00
Relaas	1	0.00	14.00
Registrasie (Item 1(A))	1	0.00	8.00
Afskrif	1	0.00	3.50
SheriffNet Koste	1	0.00	10.00

GEORGE S NORTJE
Adjunk Balju

ONTVANG
28 JUL 2015
RECEIVED

R P Lewis
Sheriff – Balju
Stellenbosch
P O Box 2273
Matieland
7602
Tel: 021 887 3839
Fax: 021 886 4402
stellenbosch@sheriffnet.co.za

Payments:
Bank: Standard Bank
Name: Sheriff Stellenbosch Business Account
BrCode: 050210
AccNo: 072203587

VAT Reg No. BTW Reg Nr.		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	76.50

CLUVER MARKOTTER INC
P O BOX 12
STELLENBOSCH
7600

Account No. ◆ Rekening Nr.
Your Reference ◆ U Verwysing
My Reference ◆ My Verwysing
Ret: 115781/Candice/1

10056 BtwReg
SPL1/0001/JMG/if

Klerk van die hof: N.A

"BAE 8:"

23 Julie 2015

Cluver Markotter Ing

Stellenbosch

RE: OKKUPASIE VAN KREEFGAT, JAMESTOWN, STELLENBOSCH

Beste Mnr JM Geyser

Vind hiermee my bewys van adres aangeheg.

Neem asb kennis dat ek wel 'n nommer op my voordeur gehad het en vermoed dat dit gesteel is.

Die uwe

Mej Liehana Williams

(078 280 0028)

STELLENBOSCH MUNICIPALITY

Name: Liehana

Surname: Williams

ID: 8806220065082

Zone: Kreefgat

Structure: KG25

22220688293968

ATT: Mr. J M Geyser.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STELLENBOSCH HELD AT STELLENBOSCH

Case number:

In the matter between:

BLAAUWKLIPPEN AGRICULTURAL ESTATES (PTY) LTD	First Applicant
EDWIN DANIEL FEBRUARY	Second Applicant
WESLEY EVEREST FEBRUARY	Third Applicant

and

STELLENBOSCH MUNICIPALITY	First Respondent
THOSE OCCUPIERS LISTED IN THE ANNEXURE MARKED "NOM 1" ATTACHED TO THE NOTICE OF MOTION	Second Respondents
ALL OTHER PERSONS RESIDING AT THE KREEFGAT INFORMAL SETTLEMENT, WEBERSVALLEI ROAD, JAMESTOWN, STELLENBOSCH	Third Respondents
DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM	Fourth Respondent

---

CONFIRMATORY AFFIDAVIT

Cluver Markotter Inc.
Per: JM Geyser
Tel: 021 808 5600
Fax: 021 886 5420
BBN1677

I, the undersigned,

WESLEY EVEREST FEBRUARY

do hereby make oath and state that:

1. I am the Third Applicant in this application and a major businessman in the employ of Sippel & De Lange with business address at c/o Techno and Electron Roads, Technopark, Stellenbosch.

2. I am also one of the two registered owners of the property with title deed description Portion 9 (a portion of Portion 4) of the Farm Blaauwklip, No 510, in the Municipality and Division of Stellenbosch, Province of the Western Cape, held under Deed of Transfer No T62575/1996.

3. I have read the Founding Affidavit of Rolf Werner Zeitvogel and confirm the content of thereof, in so far as it relate to me, as both true and correct.

4. I ask for an order as set out in the Notice of Motion.

WESLEY EVEREST FEBRUARY

Cluver Markotter Inc.
Per: JM Geyser
Tel: 021 808 5600
Fax: 021 886 5420
BBN1677

I certify that on this 22nd day of **DECEMBER 2015** and in my presence at **STELLENBOSCH** The Deponent:

- Signed the affidavit and stated that he acknowledges and understands the contents thereof;
- Had no objection to taking the prescribed oath;
- Consented that this oath be binding on his/her conscience and uttered the words "I swear that the contents of this statement are true, so help me God"

COMMISSIONER OF OATHS

Full name and surname: Dirk Thomas Meissner

Designation: Commissioner of Oath

Area: Stellenbosch

Commissioner of Oath
Dirk Thomas Meissner
Cluver Markotter Building
7600 Stellenbosch, South Africa
Date: 22-12-2015
Ref No: 9/1/8/2

Cluver Markotter Inc.
Per: JM Geyser
Tel: 021 808 5600
Fax: 021 886 5420
BBN1677

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STELLENBOSCH HELD AT STELLENBOSCH

Case number:

In the matter between:

BLAAUWKLIPPEN AGRICULTURAL ESTATES (PTY) LTD	First Applicant
EDWIN DANIEL FEBRUARY	Second Applicant
WESLEY EVEREST FEBRUARY	Third Applicant

and

STELLENBOSCH MUNICIPALITY	First Respondent
THOSE OCCUPIERS LISTED IN THE ANNEXURE MARKED "NOM 1" ATTACHED TO THE NOTICE OF MOTION	Second Respondents
ALL OTHER PERSONS RESIDING AT THE KREEFGAT INFORMAL SETTLEMENT, WEBERSVALLEI ROAD, JAMESTOWN, STELLENBOSCH	Third Respondents
DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM	Fourth Respondent

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CONFIRMATORY AFFIDAVIT

Cluver Markotter Inc.
Per: JM Geyser
Tel: 021 808 5600
Fax: 021 886 5420
BBN1678

I, the undersigned,

EDWIN DANIEL FEBRUARY

do hereby make oath and state that:

1. I am the Second Applicant in this application and a major businessman in the employ of BL Williams Construction (Pty) Ltd with business address at c/o R304 and Bottelary Road, Stellenbosch.

2. I am also one of the two registered owners of the property with title deed description Portion 9 (a portion of Portion 4) of the Farm Blaauwklip, No 510, in the Municipality and Division of Stellenbosch, Province of the Western Cape, held under Deed of Transfer No T62575/1996.

3. I have read the Founding Affidavit of Rolf Werner Zeitvogel and confirm the content of thereof, in so far as it relate to me, as both true and correct.

4. I ask for an order as set out in the Notice of Motion.

EDWIN DANIEL FEBRUARY

Cluver Markotter Inc.
Per: JM Geyser
Tel: 021 808 5600
Fax: 021 886 5420
BBN1678

I certify that on this 22nd day of **DECEMBER 2015** and in my presence at **STELLENBOSCH** The Deponent:

- Signed the affidavit and stated that he acknowledges and understands the contents thereof;
- Had no objection to taking the prescribed oath;
- Consented that this oath be binding on his/her conscience and uttered the words "I swear that the contents of this statement are true, so help me God"

COMMISSIONER OF OATHS

Full name and surname: Dirk Thomas Meissner

Designation: Commissioner of Oath

Area: Stellenbosch

Commissioner of Oath
Dirk Thomas Meissner
Cluver Markotter Building
7600 Stellenbosch, South Africa
Date: 22-12-2015
Ref No: 9/1/18/2

Cluver Markotter Inc.
Per: JM Geyser
Tel: 021 808 5600
Fax: 021 886 5420
BBN1678

9. CONSIDERATION OF NOTICES OF QUESTIONS AND NOTICES OF MOTIONS RECEIVED BY THE SPEAKER

9.1 QUESTION BY COUNCILLOR F ADAMS: DISCOUNT OR REBATE BEING GRANTED TO THE UNIVERSITY OF STELLENBOSCH

File number : *3/4/1/4*

Report by : *Office of the Speaker*

Compiled by : *Office of the Speaker*

Delegated Authority : *Council*

A Notice of a Question, dated 2016-04-11, was received from Councillor F Adams, regarding the discount or rebate being granted to the University of Stellenbosch.

The said Question is attached as **APPENDIX 1** and the Response is attached as **APPENDIX 2**.

FOR CONSIDERATION

APPENDIX 2

MEMORANDUM

Office of the Municipal Manager
Kantoor van die Munisipale Bestuurder

To : **SPEAKER**

From : **ACTING MUNICIPAL MANAGER**

Date : **19 APRIL 2016**

RE : **REPLY TO QUESTIONS IN TERMS OF SECTION 38 (12) OF THE RULES OF ORDER: 20 % DISCOUNT ON SERVICE CHARGERS TO THE STELLENBOSCH UNIVERSITY**

Dear Speaker,

With reference to the question received from Councilor F Adams, submitted in terms of section 38 of the Rules of Order Regulating The Conduct of Council and Council Committee Meetings, dated 11 April 2016 herewith my reply in terms of section 38 (12):

"During the interrogation sessions of MPAC, the CFO acknowledged that the Municipality give 20 % discount on Services Charges to the Stellenbosch University.

He also mentioned that this is a Historical Agreement.

Question :

1. *Is there any records of the Agreement and can I have prove.*
2. *What is the average cost in terms of this Discount on a monthly basis. (Rand and cent) "*

Response :

1. The University of Stellenbosch does not receive any form of discount or rebate on any municipal services rendered other than a 20% rebate on property rates.

2. Agricultural land owned by the university is rated in terms of the Property Rates Policy and does not qualify for the 20% rebate as it already has a reduced rates ratio in terms of the Regulations of 27 March 2009.

3. The rebate on property rates is granted in terms of S6.11 of the approved Property Rates Policy. The actual percentage of the rebate is approved by Council in the budget each year. The Stellenbosch Special Rebate approved for the 15/16 financial year is 20%.

4. The annual rebate granted to the university amounts to just under R4.4m.

Regards 2016/04/19

RICHARD BOSMAN
ACTING MUNICIPAL MANAGER

10. CONSIDERATION OF MOTIONS OF EXIGENCY

NONE

11. MATTERS FOR INFORMATION

11.1 REPORT BY THE EXECUTIVE MAYOR ON DECISIONS TAKEN BY THE MAYORAL COMMITTEE AND STANDING COMMITTEES FOR THE PERIOD MARCH 2016 (3/5/2/5)

NONE

11.2 DECISIONS TAKEN IN TERMS OF DELEGATED AUTHORITY BY THE EXECUTIVE MAYOR FOR THE PERIOD MARCH 2016

NONE

12. OTHER URGENT MATTERS SUBMITTED BY THE MUNICIPAL MANAGER

NONE

13.1 CONSIDERATION OF REPORTS SUBMITTED BY THE SPEAKER

NONE

13.2 CONSIDERATION OF REPORTS SUBMITTED BY THE EXECUTIVE MAYOR

NONE

14. MATTERS TO BE CONSIDERED IN-COMMITTEE

NONE

ADDITIONAL ITEMS

13. CONSIDERATION OF REPORTS SUBMITTED BY THE SPEAKER

13.1 REPORT ON DISCIPLINARY HEARINGS

13.1.1 INVESTIGATION INTO ALLEGATION OF BREACH OF THE CODE OF CONDUCT FOR COUNCILLORS: COUNCILLOR F ADAMS

File number : *3/6/4*

Compiled by : *Admin Officer: Office of the Speaker*

Report by : *Speaker*

Delegated Authority : *Council*

Strategic intent of item

Preferred investment destination	
Greenest municipality	
Safest valley	
Dignified Living	
Good Governance	X

---

1. PURPOSE OF REPORT

To report to Council on the outcome of an investigation done by an external investigator, Ald A Coetsee from SALGA on allegations received against Cllr F Adams.

2. BACKGROUND

At the Council meeting held on 25 February 2015 the Speaker requested Clr Adams to leave the Council Chambers according to item 27.1 and 2 of the Stellenbosch Municipality Rules of Order By-Law which states that:

"27. ***IRRELEVANCE, TEDIOUS REPETITION, UNBECOMING LANGUAGE OR BEHAVIOR AND BREACH OF ORDER***

27.1 The Speaker must call the attention of the member to irrelevant, tedious repetition, unbecoming language or behaviour or any breach of order on the part of a member, and shall direct such member, if speaking, to discontinue his/her speech until the member has come to order. Such direction shall be regarded as a warning. Upon 2 warnings, of which the second warning will be final, during the deliberations of the Council meeting, the provisions of rule 28 shall apply and the Speaker may decide to take disciplinary action against such member in terms of the Code of Conduct for Councilors.

27.2 The Speaker shall direct a member to apologise or withdraw an allegation if it is unbecoming or injures or impairs the dignity or honour of a member or officer of the Council."

Councilor Adams refused to leave the Council Chambers and the Speaker relied on item 28.1 of the Stellenbosch Municipality Rules of Order By-Law to remove Clr Adams from the Council Chambers. Item 28.1 state that:

"28. REMOVAL OR EXCLUSION OF COUNCILLOR

28.1 If a member refuses to comply with a direction in terms of rule 27, the Speaker may direct an officer to remove the member or to cause his/ her removal and to take steps to prevent his / her return to the meeting, provided that the Speaker may, in his / her sole and absolute discretion, permit the return of the member to the meeting on the submission by the said member to the Speaker of a written expression of regret, such expression of regret must be part of the minutes of the meeting."

On 04 March 2015 the Speaker wrote to Clr Adams to inform him of the alleged breach. The letter was hand delivered by Law Enforcement officers but Clr Adams refuses to accept it. The Law Enforcement officers made a statement and affidavit to the refusal of acceptance by Clr Adams.

On 12 March 2015 the same letter were send to Clr Adams by registered post but the addressee never collect the registered letter and it was returned. All the above documents are attached.

3. DISCUSSION

Section 13 of the Code of Conduct for Councilors prescribes that:

"13. Duty of chairpersons of municipal councils

(1) If the chairperson of a municipal council, on reasonable suspicion, is of the opinion that a provision of this Code has been breached, the chairperson must-(a) authorise an investigation of the facts and circumstances of the alleged breach;

(b) give the councilor a reasonable opportunity to reply in writing regarding the alleged breach; and

(c) report the matter to a meeting of the municipal council after paragraphs (a) and (b) have been complied with.

(2) A report in terms of subitem (1) (c) is open to the public."

An investigation into the facts and circumstances of the alleged breach was done by Ald A Coetsee.

RECOMMENDED

(a) that Council take note of the advice from Ald A Coetsee: and

(b) that this matter be referred to the Disciplinary Committee to be dealt with.

(OFFICE OF THE SPEAKER TO ACTION)

36TH COUNCIL MEETING: 2015-11-28: ITEM 13.1.1

Before debate on the matter, the Speaker requested Councillor F Adams to recuse himself for the duration of the matter, as he is implicated in the matter. Councillor F Adams then left the Chamber during discussion on the matter.

The Senior Legal Advisor, Ms Elizabeth Williams raised her concern that the item was not distributed to her for legal input. The Speaker responded that, according to legislation, the issue of disciplinary hearings resort under him. When a matter is brought to his attention he must consider whether or not there is reasonable suspicion to proceed with an investigation.

RESOLVED (majority vote)

(a) that Council take note of the advice from Ald A Coetsee: and

(b) that this matter be referred to the Disciplinary Committee to be dealt with.

The following Councillors requested that their votes of dissent be minuted:

Councillors JA Davids; DA Hendrickse; S Jooste (Ms); C Moses (Ms); RS Nalumango (Ms); MM Ngcofe; N Ntsunguzi (Ms); L Ronoti; P Sitshoti (Ms); LN Siwakamisa (Ms) and AT van der Walt.

(OFFICE OF THE SPEAKER TO ACTION)

FURTHER DISCUSSION: DISCIPLINARY HEARING HELD ON 16 MARCH 2016

On 16 February 2016 the Speaker gave notice of a disciplinary hearing to Clr Adams.

Officials tried to serve the notice on him but he refused to accept it. On 24 February 2016 the said notice was again served on Clr Adams which he then accepted and signed for.

On 26 February 2016 Cllr Adams sent an email to the Speaker informing him that he won't attend the hearing as scheduled.

The Speaker responded to Clr Adams by email on 02 March 2016 that the hearing will go ahead as scheduled and that he has to attend.

At the start of the disciplinary hearing Clr Adams was not in attendance and the Disciplinary Committee decided that the hearing will go ahead in the absence of the Councillor.

The charge sheet is attached hereto as **APPENDIX1.**

The Code of Conduct for Councillors section 2 state that:

"2. General conduct of councillors
A councillor must-

(a) perform the functions of office in good faith, honestly and a transparent manner; and

(b) at all times act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised."

The Disciplinary Committee considered all evidence presented to it and found that Clr Adams indeed breached the said Code.

The Code of Conduct for Councillors section 14(2) states that:

"14. Breaches of Code

(2) If the council or a special committee finds that a councillor has breached a provision of this Code, the council may-

(a) issue a formal warning to the councillor;
(b) reprimand the councillor;
(c) request the MEC for local government in the province to suspend the councillor for a period;
(d) fine the councillor; and
(e) request the MEC to remove the councillor from office."

The Disciplinary Committee found Clr Adams guilty and recommended that he must be fined with one month's net salary payable/deductible over a two month period.

RECOMMENDED

(a) that Clr Adams is guilty as charged

(b) that a fine of one month's net salary be deducted from the Councillor payable over a consecutive two month period; and

(c) that the administration be mandated to deduct 50% of net salary from his April 2016 salary and 50% from his May 2016 salary.

39TH COUNCIL MEETING: 2016-03-30: ITEM 13.1.1

Before the matter was debated, the Speaker requested Councillor F Adams to recuse himself, as he is implicated in the matter.

RESOLVED (majority vote with abstentions)

(a) that Councillor F Adams is guilty as charged;

(b) that a fine of one month's net salary be deducted from the Councillor payable over a consecutive two month period; and

(d) that the Administration be mandated to deduct 50% of net salary from his April 2016 salary and 50% from his May 2016 salary.

(OFFICE OF THE SPEAKER TO ACTION)

FURTHER DISCUSSION: APPEAL LODGED BY CLLR F ADAMS

The Code of Conduct for Councillors Section 14(3) prescribes that:

*"**14. Breaches of Code***

*(3) **(a)** Any councillor who has been warned, reprimanded or fined in terms of paragraph (a), (b) or (d) of sub item (2) may within 14 days of having been notified of the decision of council appeal to the MEC for local government in writing setting out the reasons on which the appeal is based.*

***(b)** A copy of the appeal must be provided to the council.*

***(c)** The council may within 14 days of receipt of the appeal referred to in paragraph (b) make any representation pertaining to the appeal to the MEC for local government in writing.*

***(d)** The MEC for local government may, after having considered the appeal, confirm, set aside or vary the decision of the council and inform the councillor and the council of the outcome of the appeal."*

On 6 April 2016 the Speaker informed Cllr Adams of the finding and his right to appeal.

On 19 April 2016 Cllr Adams forwarded a copy of his letter of appeal, addressed to the MEC for Local Government, to the Speaker. **(APPENDIX 2).**

RECOMMENDED

(a) that Council authorizes the Speaker to, in terms of item 14(3)(c) of the Code of Conduct for Councillors, make representation to the MEC for Local Government pertaining the appeal; and

(b) that upon receipt of the MEC's decision on the appeal, same be submitted to Council for notification.

(OFFICE OF THE SPEAKER TO ACTION)

APPENDIX 1

APP 1

INDEKS

VERHOOR : F ADAMS

STELLENBOSCH MUNICIPALITY

CODE OF CONDUCT FOR COUNCILLORS
PROCEDURES:
DISCIPLINARY HEARING/INVESTIGATION©

CODE OF CONDUCT FOR COUNCILLORS: DISCIPLINARY HEARING/INVESTIGATION: PROCEDURES. ©

MUNICIPALITY OF STELLENBOSCH

INDEX

Acknowledgement: This document was prepared and compiled by Mr J P Cilliers and Adv T Giliomee.

** To get in touch with the authors, please contact the Office of the Speaker at Stellenbosch Municipality.*

1. INTRODUCTION

The purpose of this document is to establish a uniform and common procedure for investigations into the breach of the *Code of Conduct for Councillors*[1] (the 'Code') by councillors of the *Municipality of Stellenbosch.*

Breaches as a result of singular incidents of absenteeism by councilors fall outside the scope of this document.

The document is founded on the following principles –

- The *principles of natural justice* must be adhered to so as to ensure that discipline is effected fairly, consistently and promptly – see **Annexure 1**;

- Disciplinary processes must be instituted or continued with notwithstanding criminal or civil action having been instituted against the councillor who is alleged to have breached the *Code*;

The *Systems Act* provides for a two-pronged approach in respect of breaches of the *Code.*

Firstly, the Speaker of the municipal council must authorize an investigation into an alleged breach, and

Secondly, if the investigation reveals *prima facie* evidence of a breach the municipal council or a special committee[2] must investigate and make a finding on any alleged breach of the *Code*

[1] Schedule 1 of the Local Government: Municipal Systems Act, 32 of 2000 (the '*Systems Act*')
[2] Established by the municipal council in terms of item 14(1)(b) of the *Code*

If the investigation and finding was undertaken by a special committee a third step will be required, i.e. the special committee would have to convey its finding to the municipal council and make appropriate recommendations to the council.[3]

2. INVESTIGATION BY SPEAKER

The *Code* **obliges** the Speaker to conduct an investigation when he/she has *reasonable suspicion* to believe that a councillor has breached the Code.[4] The Speaker would normally become aware of a possible breach when it is brought to his/her attention by someone else. He/she may also have personally learned of an incident which may constitute a breach.

What is a *reasonable suspicion*?

The word "suspicion" connotes an absence of certainty and of adequate proof, as does the word "verdenking" in the Afrikaans text.[5] The court also relied on English case law[6] -

> "suspicion in its ordinary meaning is state of conjecture or surmise where proof is lacking: "I suspect but I cannot prove". Suspicion arises at or near the starting point of an investigation of which the obtaining of ***prima facie*** proof is the end."

No formal evidence is required to arrive at a suspicion -

> "It is trite that a suspicion is a lot less than a belief..... No affidavits are required for such suspicion to arise. No formal or admissible evidence need be placed before the director before such suspicion may arise. The only requirement is that there must be reason to suspect. A director cannot act simply because of an unfounded suspicion created by a

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[3] Item 14(1)(b)(ii) and 14(2) of the *Code*
[4] Item 13(1) of the *Code*
[5] Duncan v Minister of Law and Order 1984 (3) SA 460 (TPD)
[6] Shaaban Bin Hussien and Others v Chong Fook Kam and Another [1969] 3 ALL ER

> suspicious train of thought. There must be some outside stimulus which creates the suspicion.[7]

As regards reasonable suspicion –

> "these words must be interpreted objectively and the grounds of suspicion must be those which would induce a reasonable man to have the suspicion."[8]

The Speaker may not personally conduct the investigation.[9] He/she must only **authorise the investigation**. The Speaker's power to authorise does not imply that he/she may procure the services of an investigator. This duty remains with the Municipal Manager or other properly delegated official who must perform such task consistent with the municipality's *supply chain management policy*[10].

The Speaker must thereupon **communicate with the councillor** who is alleged to have breached the *Code* and give such councillor a *reasonable opportunity* to reply in writing regarding the alleged breach.[11] A reasonable period (opportunity) would depend on the circumstances of each and every case but it would not be unreasonable to consider 14 days as a general rule.

The notice to the councillor should not only refer to the date and time by which a reply is required but also advise him/her of the **identity of the investigator** and that such person may seek a consultation with the councillor.

A draft model of the required notice is appended as **ANNEXURE 4**

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[7] In *Select Credit Control (Pty) Ltd Recovery Agency CC and others v L F McCarthy NO and others* (case 8616/00, D&CLD)
[8] *R v Van Heerden* 1958 (3) SA 150 (T)
[9] Item 13(1)(a) of the *Code*
[10] As prescribed by the Municipal Supply Chain Management Regulations, GNR.868 of 30 May 2005
[11] Item 13(1)(b) of the *Code*

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The Speaker must thereafter report the matter to a meeting of the municipal council.[12]

Although the Speaker is obliged to inform the provincial minister responsible for local government of the **outcome of the investigation**,[13] the *Code* is silent on how the municipal council or the special committee is informed thereof. It must therefore follow that the Speaker has the following duty –

(a) where the investigation exonerates the councillor from the alleged breach, the Speaker must advise both the councillor and municipal council that there are no grounds for a further investigation by the municipal council or special committee; or

(b) where the investigation reveals sufficient grounds for the alleged breach, the Speaker must request the municipal council or special committee to conduct the further investigation contemplated in item 14.

If the Speaker fails to perform the duties prescribed by item 13 of the Code the municipal council may proceed with an investigation in terms of item 14 of the *Code*.

The decision by the Speaker to launch an investigation constitutes administrative action as contemplated in terms of *PAJA*[14] and is reviewable by an appropriate court of law.

Whenever the municipal council or special committee is called upon to conduct an investigation the Municipal Manager shall appoint a suitable person to act as ***initiator*** in the investigation (hearing), who may be the same person that conducted the investigation for the Speaker.

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[12] Item 13(1)(c) of the *Code*
[13] Item 13(3) of the *Code*
[14] Nala v Lejweleputswa 2005(12) BCLR 1280(O)

3. INVESTIGATION BY MUNICIPAL COUNCIL OR SPECIAL COMMITTEE

Administrative tribunals[15] are not courts of law and are not bound to follow the judicial methods of a court of law nor do they have to observe the technical rules of evidence. They must however observe rules that ensure administrative justice. In regard to a council or a special committee conducting an investigation into a breach of the *Code* observance of the ***rules of natural justice***[16] is obligatory-

> Any investigation in terms of this item (i.e. item 14) must be in accordance with the rules of natural justice.[17]

The investigation (and finding) by the municipal council or a special committee into any alleged breach of the *Code of Conduct for Councillors* should not be seen as a forum that applies all those formal disciplinary procedures and incorporates all of the characteristics of a criminal trial, including the leading of witnesses, technical and complex "charge sheets", requests for particulars, the application of the rules of evidence, legal arguments, and the like.

It is appropriate for an administrative tribunal to follow the adversarial approach when conducting an investigation. It requires that the parties present evidence in support of their respective cases while the tribunal plays a passive role. The role of the tribunal is to ensure compliance with the *rules of natural justice*, including procedural fairness. Members of the tribunal should not get involved in giving or extracting evidence. The parties must present witnesses, evidence and cross examine the witnesses of the other party with a minimum of interference by the members of the tribunal.

It thus follows that the municipal council or a special committee is required to conduct an investigation, notify the councillor of any allegations that may flow

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[15] This equally applies to the municipal council or special committee whenever it is required to perform the functions contemplated in item 14 of the *Code*.
[16] See Annexure 1 for an explanation of the term
[17] Item 14(7) of the *Code*

from that investigation and provide the councillor an opportunity, within a reasonable time, to prepare a response to the allegations. If it is found during an investigation that the councillor has in fact breached the *Code* the municipal council or a special committee should make a finding, inform the councilor of such decision, provide reasons for such finding and reminded the councilor of his/her rights.

3.1 The charges

The initiator must as soon as is reasonably possible after of his/her appointment formulate the charges to be brought against the councillor. The charges must be set out in a *Notice of Breach* and contain at least the following information –

(a) sufficient detail of the alleged breach to enable the councillor to plead on the charge(s);

(b) the time, date and venue where the hearing will be conducted;

(c) the postal and electronic addresses to which communication may be sent;

(d) advising that the councillor may –

  (i) be represented; and

  (ii) call witnesses;

(e) a statement that the hearing will be conducted *in abstentia* if the councillor fails to attend without good cause shown.

3.2 Commencement of the hearing

The hearing must commence as soon as is reasonably possible after the date of service of the *Notice of Breach*; provided that the Speaker or the Chairperson of the special committee may, at the request of the councillor, extend the date by no longer than 7 (seven) days.

The meeting must be properly convened[18] and due and adequate notice must have been given to every member entitled to attend and also to the accused councillor.

The meeting is not open to the public.

The Municipal Manager must ensure that –

- the venue of the hearing is suitable for the purpose of conducting an investigation;
- translation and recording services are available; and
- adequate security measures are in place.

3.2.1 Principles

The following principles inform this procedure and must inform any decision to discipline a councillor –

- the hearing is held *in camera* and the proceedings of the Council or Special Committee are not published;

- the power to prosecute vests exclusively with the initiator who must present the charge, call evidence and make submissions in support of the charge;

- the accused councillor may at his/her own cost be represented by a private legal practitioner;

- the onus of proof rests on the initiator on a balance of probabilities;

[18] In terms of the rules of order regulating the conduct of the council or special committee

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- all evidence given at the hearing must be *viva voce* but the council or special committee may permit sworn affidavits from any person if deemed necessary for the better investigation of the alleged breach;

- when a unanimous verdict cannot be reached then the majority of the member's votes are carried. The Speaker or Chairperson has a casting vote;

- the reasons of the minority must be formulated and recorded;

3.2.2 Preliminaries

1. The Speaker or Chairperson –

- extends a word of welcome to all present;

- ensures that the witnesses are not in attendance[19];

- explains the purpose of the meeting[20];

- introduces the initiator and interpreter (if applicable) and requests the accused councillor to present his/her representative (if applicable);

- explains the process to the accused councillor; and

[19] The witnesses should, as a rule, wait outside the room until they are called upon to testify. This is done to ensure that a witness is not influenced by what he hears from other witnesses who testify in his/her presence. The witnesses should not even be present when the parties are introduced.

[20] i.e. to establish the facts so that the municipal council or special committee may come to a conclusion regarding the alleged misconduct of the councilor; to permit the parties to fully present their case or version of events and that they are expected to respect the rights of each other during the proceedings.

- enquires whether the members have received the agenda for the meeting as well as the charges brought against the councilor.

2. The Speaker or Chairperson explains his/her role, namely to –

- preside at the meeting;

- act as conduit for questions posed by members of the council or special committee to the initiator accused councillor or witnesses;

- make rulings on process in the absence of a formal rule; and

- ensure compliance with the relevant rules of order

3. The Speaker or Chairperson enquires [for record purposes] whether the accused councillor has received the *Notice of Breach/Notice of the Disciplinary Hearing*

4. The Speaker or Chairperson explains that the **initiator may** –

- call witnesses and present evidence;

- re-examine his own witnesses;

- question the person or persons testifying against the accused councillor;

- interrogate the accused councillor as well as any other person testifying on behalf of the accused;

- argue the case after all witnesses has been heard, but before the accused councillor or his/her representative is afforded the opportunity to argue his/her case.

5. The Speaker or Chairperson explains that the accused **councillor** has the **right** to –

- give his/her own evidence;
- call or have witnesses called;
- question witnesses giving evidence against him/her or have them questioned;
- re-question his/her own witnesses or have them cross-questioned; and
- after all evidence has been given, to -
  - argue his/her own case or have it argued;
  - address the disciplinary committee as to the appropriate outcome of the hearing; and
  - offer evidence in mitigation or to have it offered.

3.3 Acknowledgment of charge sheet and preparation time

The Speaker or Chairperson allows the Initiator to inform the meeting –

- of the date on which the councillor received the charge sheet and request the councillor to confirm it, or alternatively

- that the accused councilor declined to acknowledge receipt of the Notice and Charge sheet.

The Speaker or Chairperson enquires whether the accused councillor had sufficient time to prepare for the hearing. The municipal council or committee may at his point in time consider requests for extension of time.

The Speaker or Chairperson reads or requests the initiator to read each charge and enquires whether the councillor understands the charge(s). The Speaker or Chairperson may request the initiator to explain the charge(s).

3.4 The Plea

The Speaker or Chairperson affords the accused councillor the **opportunity to plead** on each charge and each alternative charge (where applicable).

Where charges are put in the alternative a plea in respect of the alternatives must be obtained where a plea of not guilty was entered in respect of the main charge and previous alternatives to that charge.

3.4.1 Plea of guilty

If the accused councillor **pleads guilty**, the council or special committee must indicate whether or not any evidence relating to the charge is required.

If the council or special committee **requires evidence** relating to the charge the process [par 3.5 hereunder] must be followed.

If the council or special committee **does not require evidence** relating to the charge it must make a finding to that affect and consider a sanction or recommendation on an appropriate sanction; see par 3.6 hereunder.

Care should be taken to ensure that a councilor who has pleaded guilty understands what he/she has pleaded guilty to. The councilor should be requested to confirm the circumstances of the incident(s) that gave rise to the breach(es) and acknowledge all the elements of the misconduct.

Should the plea of guilty be in respect of an alternative charge, the Speaker or Chairperson must ask the initiator whether he/she accepts that plea or wishes to proceed with proving the main charge.

3.4.2 Plea of not guilty

If the accused councillor **pleads not guilty**, the Speaker or chairperson must request the initiator to commence with the investigation.

Should the accused councillor fail to respond, the accused councillor will be **deemed to have pleaded not guilty** to the charge(s).

3.5 The Process[21]

1. The initiator starts the process by leading evidence on the conduct of the councillor giving rise to the hearing. The initiator may call witnesses or present other evidence.

2. The accused councillor may question any witness introduced by the initiator and examine any evidence presented by the initiator

3. After all the evidence has been led against the accused councillor he or she is given the opportunity to lead evidence, call witnesses or present other evidence in support of the defence.

[21] For a detailed process see Annexure 2

4. The initiator may thereafter question any witness introduced by the accused councillor and examine any evidence presented by the accused councillor.

5. The Speaker or chairperson may, or permit any member of the council or special committee to –

- ask the intiator, accused councillor or any witness questions for clarification;
- question any witness; or
- examine any evidence at any time.

6. After all the evidence has been presented, first the initiator and then the accused councillor [or the representative] may address the council or special committee as to the guilt or otherwise of the accused councillor.

7. The Speaker or Chairperson must thereafter **adjourn the hearing** to a date as soon as may be reasonably possible and to a specified place, date and time, in order to decide whether, on a balance of probabilities, the accused councillor is guilty or not guilty of the charge(s).

It is inevitable that a number of issues, questions, objections and other unforeseen matters may arise during the hearing process. A number of these are included in **Annexure 3** together with possible solutions or suggestions on how to deal with such matters should they occur.

15

3.6 Evaluation and finding

The members of the council or special committee must at the adjourned meeting consider the evidence produced during the course of the meeting and apply their respective minds to the matter taking into consideration the principles of natural justice, relevant legislation, gravity of the transgression, harm caused by the conduct, consistency, arguments in aggravation and mitigation (see ... hereunder) and any other relevant aspect.

Evaluation

The first step is to evaluate the evidence against the charges. Members of the municipal council or special committee should ensure that they have clarity on the issues in dispute.

All evidence presented should be taken into account. Some evidence may weigh more than others. Evidence should be weighed for probability, corroboration, reliability, consistency, etc.

When faced with more than one possible version the question to be answered is which version is, on the face of it, more probable? If one version is clearly and obviously more probable, the decision is easy. More often than not, the versions may be equally probable and to select between them will depend on other factors such as the corroboration of one version by supporting evidence, inferences to be drawn from circumstantial evidence, the demeanor of the witnesses, credibility, reliability and contradictions.

The onus of proof requires that the more probable version should be accepted. Beyond reasonable doubt is not the appropriate test.

Hearsay evidence, single witness testimony, circumstantial evidence, etc. have a role to play in tipping the balance one way or the other and should not be automatically discarded but, at the same time, not treated as the sole persuasive factor in deciding an issue. Different types of evidence carry different values or weight. Direct oral evidence is generally considered to carry more weight than, e.g. a signed affidavit. Not because it is necessarily more reliable or true but because it is subjected to cross-examination which ought to expose any inconsistencies, untruthfulness, etc.

There is no specific form or format for a finding. What is required is that a finding of guilty or not guilty be made on each of the charges. Should there be one or more alternative charges to a charge, the alternative charges must be considered after a finding of not guilty on the main charge. A finding of guilty can either be on the main charge or on one of the alternative charges in respect of a specific charge. There cannot be more than one finding of guilty on the same charge.

A motivation for the finding on each of the charges must be prepared.

Finding

If the **council** is of the opinion that the accused councillor is **not guilty** of the misconduct of which he/she was accused, it must make a finding to that affect and thereupon convey such finding to the councillor concerned.

If the **special committee** is of the opinion that the accused councillor is **not guilty** of the misconduct of which he/she was accused, it must make a finding to that affect and thereupon convey such finding to the councillor concerned and report the finding to an ordinary meeting the council.

If the **council** is of the opinion that the accused councillor **is guilty** it must make a finding to that affect and thereafter consider arguments in aggravation or mitigation – see par 3.7 hereunder.

The council must thereupon –

(a) issue a formal warning to the councillor;
(b) reprimand the councillor;
(c) request the MEC for local government in the province to suspend the councillor for a period;
(d) fine the councillor; or
(e) request the MEC to remove the councillor from office.

If the **special committee** is of the opinion that the accused councillor is guilty it must make a finding to that affect and thereafter consider arguments in aggravation or mitigation – see par 3.7 hereunder.

The special committee must thereupon recommend that council –

(a) issue a formal warning to the councillor;
(b) reprimand the councillor;
(c) request the MEC for local government in the province to suspend the councillor for a period;
(d) fine the councillor; or
(e) request the MEC to remove the councillor from office.

3.7 Mitigation and Aggravation

After the council or special committee has found the councilor guilty the Speaker or chairperson must permit the initiator or councilor/representative to present arguments in aggravation or mitigation

Arguments in mitigation may not be entertained where the councilor has breached the *Code* by being absent from three or more consecutive meetings of a municipal council, or from three or more consecutive meetings of a committee, which that councillor is required to attend. The Code prescribes a mandatory sanction, i.e. the councilor found guilty must be removed from office as a councillor[22].

4. ADMINISTRATIVE ARRANGEMENTS

The Speaker or chairperson must inform the councilor of –

- the finding and reasons for such finding;
- the sanction;
- his/her right to appeal, where applicable[23].

The Speaker must keep a record of the disciplinary action taken against every councillor.

[22] See item 4(2) of the *Code*

[23] See item 14(3) of the *Code*. Any councillor who has been warned, reprimanded or fined may within 14 days of having been notified of the decision of council appeal to the MEC for local government in writing setting out the reasons on which the appeal is based. A copy of the appeal must be provided to the council. The MEC may, after having considered the appeal, confirm, set aside or vary the decision of the council and inform the councillor and the council of the outcome of the appeal.

ANNEXURE 1

NATURAL JUSTICE

1. THE CONCEPT

The rules of natural justice are **common law rules that have been developed to ensure justice between legal subjects**. Its purpose was to give a person who is affected by an administrative action a fair and unbiased hearing before the decision to act is taken. These rules have crystallised as a device of convenience into two main principles, i.e. *nemo iudex in sua causa* (hear the other side) and *audi alteram partem* (you may not be a judge in your own cause). These principles were interpreted by our courts to include the following rules-

audi alteram partem

- the right to be heard and to present his/her case
- the right to be informed of considerations which count against him/her
- the right to be given adequate notice of intended administrative action
- the right to be given reasonable (timeous) notice of intended administrative action so that he/she can prepare for the case
- the right to personal appearance in certain instances
- the right to legal representation in certain instances
- the right to lead evidence and to cross-examine
- the right to a public hearing in certain instances

nemo iudex in sua causa

- the administrative authority that exercises a power that affect an individuals rights may not be biased, i.e.-
    - may not have a personal interest

- may not have a financial interest
- may not be prejudiced

The Appellate Division defined these rules as follows in *Johannesburg Stock Exchange v Wits Nagel, 1988 (30) SA 132(A)* -

> The applicant must show that the functionary failed to apply his or her mind to the issue in accordance with the behests of the statute and the tenets of natural justice. This may be shown by proving that the decision was arrived at arbitrarily or capriciously or mala fide or as a result of unwarranted adherence to a fixed principle or in order to further an ulterior or improper purpose or that the functionary misconceived the nature of the discretion and took into account irrelevant considerations or ignored relevant ones or that the decision was so grossly unreasonable as to warrant an inference that the functionary failed to apply his or her mind to the matter".

The term '*rules of natural justice*' is still being used despite its constitutionalisation – often for the sake of convenience[24]. And there is nothing wrong in doing so, provided that one should always remember that such term can only be construed as a reference to *administrative justice* as expounded in section 33 of the Constitution and the *PAJA*.

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[24] An example of such use is found in items 4, 14 and 15 of the Code of Conduct, which provides as follows –

4 Sanctions for non-attendance of meetings

(3) Proceedings for the imposition of a fine or the removal of a councillor must be conducted in accordance with a uniform standing procedure which each municipal council must adopt for the purposes of this item. The uniform standing procedure must comply with the rules of natural justice.

14 Breaches of Code

(7) Any investigation in terms of this item must be in accordance with the rules of natural justice

15 Application of Code to traditional leaders

(7) Any investigation in terms of this item must be in accordance with the rules of natural justice.

2. THE APPLICATION IN REGARD TO BREACHES OF THE *CODE*

2.1 ***The accused councillor must be afforded a reasonable opportunity to respond in writing to the alleged breach.***

When the Speaker on a reasonable suspicion is of the opinion that a provision of the *Code* has been breached, the accused councillor must be informed of the alleged breach and given the opportunity to respond to the allegations[25].

The requirement is that the accused councillor be afforded the opportunity not that the councillor should have responded.

2.2 ***The accused councillor must be notified of the allegations against him/ her and in a form and language which the councillor can reasonably understand.***

This is usually done by serving a Notice containing a charge sheet on the councillor. The charge sheet must state the alleged misconduct in such a way that the councillor can be expected to plead to such charge(s). Once it has been established that the councillor knew that he/she has in fact received a charge sheet or an important document, this requirement is to a large extent satisfied. Councillors enjoy the support of officials and should ask if they have any reservations.

2.3 ***The accused councillor must be notified of and invited to the attend the meeting of the municipal council or special Committee where he/she will be required to answer to the allegations at such meeting.***

This notification should be part of the charge sheet and should also state the time, date and place of the hearing.

[25] Item 13(1) of the *Code*.

This notice may be forwarded by the Office of the Speaker, the initiator, the committee clerk or any other official.

It is not a requirement that the councillor must acknowledge receipt of the notice. In such an event the initiator may call a witness to testify that he/she delivered the notice(s) to the councillor by -

- personally delivering it to the councillor who accepted it, did not want to accept it and/or signed or did not sign for it; or
- delivering it to the address which the councillor supplied as the address where he or she will accept notices of meetings.

It is not a requirement that the councillor must be in attendance.

2.4 ***The accused councillor must be afforded a reasonable time to prepare a response to the charges.***

There is no minimum time prescribed for a councillor to prepare his/her response. As the councillor must have been informed of the allegations before[26], the time required should be less than what it would have been had no such prior notice been given. The period to prepare may be extended depending on the seriousness of the breaches and the number of charges.

The accused councillor should receive at least 72 hours notice of the intended meeting of the municipal council or special committee. Should the councillor require more time to prepare he/she should attend the meeting of the municipal council or special committee and request an extension.

The municipal council or special committee must act reasonable when asked to consider additional time to prepare; it should take the

[26] by the Speaker in terms of item 13 of the *Code*

representations of the accused councillor and the initiator into account. A first request for postponement may be granted in exceptional circumstances. Postponements should not be for longer than two weeks.

2.5 ***The accused councillor should be afforded the opportunity to be represented by representative.***

This is a privilege afforded to the accused councillor and it is not an absolute right. The accused councillor must ensure that his/her representative is properly briefed, prepared and present at the meeting of the municipal council or special committee.

The accused councilor is responsible for the costs incurred by his/her representative.

2.6 ***The accused councillor has the right to be present at the meeting of the municipal council or special committee.***

This right is based on the right to hear the evidence which is presented against him/her. The councillor must be afforded the opportunity to face the witnesses who testify against him/her.

2.7 ***The accused councillor or his/her representative, must be afforded the opportunity to cross examine witnesses called by the initiator.***

The accused councillor has the right to test the testimonies of the witnesses of the initiator. The accused councillor also has the right to testify and call witnesses.

2.8 *The accused councillor must be allowed an opportunity to state his/her case in response to the allegations.*

The accused councillor must be permitted to present his version of events and may make statements, call and lead the evidence of witnesses, cross examine witnesses and make closing arguments and/or statements.

2.9 *The accused councillor must be informed of the decision.*

The right to be informed of decisions should apply to interim decisions as well. At the very least the councillor must be informed of the decision about his guilt or innocence as well as the decision about an appropriate sanction.

2.10 *The accused councillor is entitled to reasons for decisions.*

The accused councillor must be furnished with reasons if the finding of or sanction imposed by the municipal council and/or special committee affects any of his/her rights or interests

2.11 *The accused councillor has a right of appeal.*

The accused councillor must be informed of the finding of the special committee, that a recommendation on an appropriate sanction will be forwarded to the municipal council.

The councillor may appeal against a decision of the municipal council to warn, reprimand or fine him/her. An appeal must be lodged with the MEC for local government within 14 days of the date on which the councillor has been informed of the sanction.

2.12 *The municipal council or special committee must at all times act impartially.*

ANNEXURE 2

PROCESS

Acknowledgment: This is a condensed version of a document prepared by Thys Giliomee and is published with his kind permission.

1. Opening statement

An opening statement is not mandatory.

An opening statement is an opportunity for the parties to state what their case will be. The parties should give a brief overview of the evidence that will be led, what the issues in dispute will be, what will be proven and why a specific finding should follow.

An opening statement is not evidence and nothing said in an opening statement should bring the municipal council or special committee closer to a finding. The information given here alerts the members of the municipal council or special committee to what each witness will testify. The municipal council or special committee should use the background information, given in the opening statements, to establish what evidence each of the witnesses will present. This should assist the members of the municipal council or special committee in asking questions of clarity to such witness, should it be required.

Should a party be unrepresented the Speaker or Chairperson should ask him/her for a clear and brief summary of the case and what evidence will be led and by whom.

Members of the municipal council or special committee may ask questions of clarity to ensure that they understand each party's case and understand what facts are in dispute.

2. Evidence

The parties put evidence before the municipal council or special committee by leading witnesses in oral testimony.

The initiator calls his witnesses first. After his last witness the initiator will inform the municipal council or special committee that he closes his case – this means that he does not want to call further witnesses and that the accused councillor should proceed to testify and call witnesses.

Only one witness is called and examined at a time. In respect of each witness the procedure is *evidence in chief*, *cross examination*, *re-examination* and the members of the municipal council or special committee may ask questions of clarity.

The municipal council or special committee must ensure that all relevant evidence is property presented, especially when dealing with inexperienced, uneducated, lay parties. A party should not lose a case on the basis of a poor presentation of evidence or inadequate cross-examination. Although a loose adversarial approach is followed the municipal council or special committee may and should intervene to clarify issues and ensure that evidence placed before it will reveal the truth and culminate in a fair and equitable decision. The municipal council or special committee should never be left in doubt about an item of evidence or the rationale of an argument; members of the municipal council or special committee must ask questions of clarity where issues are muddy, vague or contradictory.

If parties neglect to lead evidence on an issue critical to arriving at a fair and equitable determination, the municipal council or special committee must raise the issue or ask the parties to address that issue. The municipal council or special committee may call or recall a witness themselves.

It is not necessary to swear in a witness. The witnesses should however be informed that they are expected to only tell the truth during the hearing.

Evidence in chief

A witness must be requested to furnish his/her name, surname and occupation.

Evidence in chief is when the party who called a witness is questioning that witness. The purpose is to present evidence favourable to the version of the party calling the witness. It provides the witness an opportunity to present in his/her own words oral and other evidence regarding the incident.

Evidence in chief questioning should be done by direct questioning, i.e. the witness must be asked to testify to what he/she saw, heard or felt. Normally such questions would start with who, what, where, when or how. The questions should encourage the witness to tell his/her story. The answer to a question may not be suggested by the question or assume

the existence of certain facts which might be in issue – such questioning, called leading questioning, is prohibited. The exception is that with regards to introductory or uncontested matters, leading questions are allowed.

Arguments are not permitted in evidence in chief. Questions of clarity are allowed.

Cross examination

Cross examination is a fundamental procedural right. Failure to allow cross-examination constitutes a gross irregularity. After evidence in chief, the other party must be given the opportunity to cross examine the witness.

The purpose of cross-examination is to elicit facts favourable to the cross-examiner's case and to challenge the truth or accuracy of the witness's version of the disputed events. The scope of cross-examination is wider than that of examination in chief. The cross-examiner is not restricted to matters covered by the witness in his evidence in chief. Leading questions may, as a rule, be asked in cross-examination. The essence of any defence should be introduced during cross-examination.

Cross examination could be used to discredit the witness and/or to put another version to the witness and to allow the witness to respond to that version. An unrepresented councillor should be advised to put his version or that of his witnesses to the witnesses of the initiator. One of the corollaries of this principle is "putting a version" to the opposing witnesses. This means that where a party, who is going second, i.e. usually the accused, fails to put his version or the version of his witnesses to the "prosecution" witnesses, then it's said that they have failed to put "a version" to the witness. Not putting his/her version to the witness will strengthen the evidence of that witness, possibly even to the extent that it may be regarded as uncontested evidence.

Discrediting a witness is done by challenging the evidence presented by that witness, revealing inconsistencies in the evidence given by the witness and/or highlight improbabilities with other evidence and / or by identifying misperceptions and unreliability. This can be done by testing the evidence against the facts, conduct, common sense or reason.

Should the municipal council or special committee be requested to accept a different version, that different version must be put to the witness and the witness must be afforded an opportunity to respond to that version.

A witness must be thoroughly cross-examined but should not unnecessarily be badgered or unfairly confused. Misleading or vague

statements should not be put to a witness. A cross-examiner should take care before asserting that a witness has previously said something in his evidence which had in fact been said and the municipal council or special committee should curb this type of questioning. Leading questioning (where the answer is suggested by the question) are allowed and frequently used in cross-examination. A witness may be asked the same question more than once in cross-examination in order to test the witness but pointless repetition, or where the cross-examiner endeavours to wear the witness down, should be stopped by the municipal council or special committee.

Cross-examination is intended to undermine the reliability and veracity of the witness's version. It therefore becomes a very personal affair. A party must be afforded a full opportunity to cross-examine a witness. The parties must be prevented from being abusive or aggressive and must be instructed to remain within facts and an assertive framework. The cross-examiner is not obliged to state in advance the relevance of questions he may wish to ask. But the cross-examiner should as a matter of principle avoid setting out on a "fishing expedition". There ought to be some latent relevance. Where the process becomes overly charged and potentially destructive an adjournment should be called to let matters cool down.

Although vexatious, abusive, oppressive or discourteous questions may be disallowed this will depend on the demeanour of the witness being cross-examined. The municipal council or special committee may allow a cross-examiner to cut a rude or sarcastic witness down to size, but should adopt a different approach where a witness is, for no reason, harassed by abusive cross-examination.

Should there be an adjournment during cross-examination the witness should be cautioned against discussing the case or any evidence until such time as cross-examination has been completed.

The right to cross-examine should not be limited unreasonably. The rules to cross-examination are:

- A witness may not be asked irrelevant questions.
- A witness may not be asked to express an opinion when it is the function of the chairperson to form that opinion.
- If the hearsay evidence of a third party is solicited from a witness during cross-examination, then the hearsay evidence will be admitted.
- A witness may not be unnecessarily badgered and unfairly confused.
- Leading questions are permissible.

Re-examination

Once cross-examination has been completed, the party who led the witnesses in evidence in chief should be asked whether he/she wishes to re-examine the witness. The party who called the witness has a right to re-examine.

The purpose of re-examination is to –

- clear up any point or misunderstanding which may have occurred during cross-examination,
- correct wrong impressions or false perceptions which might have been created in the course of cross-examination,
- give the witness a fair opportunity to explain answers given by him under cross-examination which, if unexplained, may create a wrong impression or be used as false deductions,
- put before the municipal council or special committee the full picture and context of facts elicited during cross-examination, or
- correct patent mistakes made under cross-examination.

Re-examination is restricted to matters raised during cross-examination. The municipal council or special committee must ensure that no new issues are raised in re-examination and that the questioning is restricted to clarifying evidence covered in cross-examination. This process is essentially a final opportunity for the witness to be asked to rectify or clear up any points which might have been exposed under cross-examination.

3. Questions of clarity

Whilst following an adversarial approach the municipal council or special committee must intervene to clarify issues and ensure that the evidence placed before it will reveal the truth and culminate in a fair and equitable decision. The members of the municipal council or special committee should not be left in doubt on an item of evidence or the rationale of an argument; the members must ask questions on issues muddy, vague and contradictory. The members must take note that the witness, while in the witness chair, is the only source of the information which they will require to come to the correct finding.

Should the members of the municipal council or special committee have any questions which have not been answered after re-examination, they should use this opportunity to put their questions to the witness. Members of the municipal council or special committee must at all times be seen to be impartial. They should not be seen to 'cross-examine' the witness and must guard against leading questions since this can create a perception of bias. A member of the municipal council or special committee must never enter the arena to battle with any of the parties. Further, guard against a subliminal inclination to take the

initiator's version of events 'as said' or a perception that the 'councillor is guilty unless, he can prove himself / herself innocent'.
Members of the DC could start their questions with:

- 'I need you to explain to me ...'
- 'Will you please clarify for me ...'
- 'Could you please elaborate on ...'

4. Witnesses called by the municipal council or special committee

The municipal council or special committee may in certain circumstances also call witnesses, e.g. where a party could not call a witness and the evidence of that witness is crucial or an expert witness is required to testify on a technical issue.

The municipal council or special committee should in a fair and impartial manner lead the evidence of any witness it may call. It may allow cross-examination of a witness called by it, but has a right to control such cross-examination. A witness who has been recalled by the municipal council or special committee may also only be cross-but limited to issues raised during the recall of the witness only.

5. Evidence must be heard from all witnesses

The above process of examination in chief, cross-examination and re-examination must be followed for all the initiator's witnesses, and thereafter repeated in exactly the same manner, for the councillor's witnesses.

When presenting his case the councillor must be his/her own first witness, if he/she wishes to testify. This is done to ensure that the accused councillor does not tailor his/her evidence to complement or rectify any evidence led by his fellow witnesses.

This process guards against any negative inference the members of the municipal council or special committee may be inclined to draw, if the councillor is present during all his/her witnesses' testimony before presenting his version. To do so, creates an unfortunate perception that the councillor will be inclined to tailor his evidence to complement or rectify any evidence led earlier by his fellow witnesses.

6. Closing argument

Closing arguments may be called for when all the witnesses have been heard and all the evidence presented. Closing arguments should be aimed at motivating why the councillor should be found guilty or not guilty.

The parties reflect on how they perceived the evidence that was put before the municipal council or special committee. The parties will normally argue which

version is the more probable version and the one to be accepted. Closing arguments should not be a protracted affair, but a summary of the evidence led, and why it should or should not be believed and why/or why not on balance of probabilities, either party has been successful in proving their version.

A closing argument is not evidence and no evidence that was not covered by testimony may be included. Closing arguments may be oral or in writing. The municipal council or special committee must specify the time frames for the submission of written arguments.

The initiator always goes first in presenting closing arguments.

7. Adjournment

The municipal council or special committee should adjourn the proceedings in order to deliberate and to come to a finding.

The parties should be given an indication of how long the adjournment will be.

ANNEXURE 3

TROUBLE SHOOTING

Acknowledgment: This is a condensed version of a document prepared by Thys Giliomee and is published with his kind permission.

1. Objections

The initiator or accused councilor objects to a question put to a witness during cross-examination or some other action by the opposing party.

The Speaker or Chairperson should immediately rule that the questioning cease and permit the objector to state the nature of his/her objection. The questioner should then be allowed to respond whereafter the Speaker or Chairperson must either –

- up-hold the objection, i.e. to disallow the question or
- overturn the objection, i.e. to allow the question and answer.

Typical objections include-

- Leading question, i.e. asking a question in such a way as to suggest the answer, e.g. "Is it correct that you saw the councillor place the goods in his bag?" instead of "What did you see?" Leading questions should not be permitted in examination-in-chief but may be asked in cross-examination.
- Questions trying to force the witness to answer either "Yes" or "No" and not being allowed to explain the answer.
- Introduction of hearsay evidence. The rule of evidence in respect of administrative tribunals is as rigid as in courts of law and hearsay may be permitted provided that chairperson cautions that less weight is likely to be attached to it or possibly, no weight at all, if no corroborating evidence supports the hearsay evidence.
- Objection to the submission of, or reference to, documents, not previously shared with the other party. If necessary, the chairperson must adjourn the hearing to allow the other party to familiarize itself with the document in question.
- Objections to repetitive or completely irrelevant questions.
- Questions which undermine the dignity of the witness without a basis relevant to the issues in dispute, etc.

- A witness being coached in some surreptitious way during cross-examination or examination-in-chief.
- A representative wanting to testify for the witness he or she called.
- Unnecessary rudeness to a witness.
- Objections to the authenticity of video, audio, polygraph, photographic or other real evidence.

2. Recusal of a member of the municipal council or special committee

The accused councillor or his/her representative requests the recusal of a member of the DC – what now?

A request of this nature would suggest suspected bias or prejudice and must be based on material facts and not on mere speculation. The requestor must motivate the request.

It must be remembered that the proceedings of the meetings of the municipal council or special committee are still subject to the Code and applicable Rules of Order. Therefore, the Speaker or Chairperson should put any suggestion that a member may be biased or reasonably suspected of being biased to such member. The member must then consider whether the interest he/she is accused of is material enough to satisfy the test for bias. If in the positive such member should recuse himself/herself.

3. Request for postponement.

The accused councillor argues that he/she had insufficient time to prepare and requests a postponement.

The requestor must motivate the request.

The Speaker or Chairperson must put the request to the municipal council or special committee. Members should consider whether the request is reasonable in the circumstances taking into account the elapse of time since the matter was first initiated, the availability of councilors, the initiator and witnesses at a future date.

The hearing has progressed for a long time and an adjournment is called for.

The Speaker or Chairperson must put the request to the municipal council or special committee. Members should consider whether the request is reasonable

in the circumstances taking into account the wariness and other commitments of all the parties.

A meeting may be adjourned for a few hours or to a future date.

4. Non-attendance of accused councillor

The accused councillor fails to attend the meeting of the municipal council or special committee.

The Speaker or Chairperson must make an effort to establish the reason for the absence. The meeting should decide whether the reason is valid and warrants a postponement.

If no valid reasons are found to exist the meeting may proceed in the absence of the accused councilor.

5. Disorder

The accused councilor or member of the municipal council or special committee misconducts himself or herself, behaves in an unseemly manner, disrupts or obstructs the investigation.

The Speaker may direct such person to retire from the place of meeting.

The investigation may resume, provided a quorum is retained and despite the absence of the accused councilor.

ANNEXURE 4

MODEL NOTICES

A. Speaker requesting councillor to reply to an alleged breach in terms of item 13
B. Speaker informing councillor of non pursuance of alleged breach
C. Speaker informing councillor of pursuance of alleged breach
D. Notice of disciplinary meeting
E. Notice of finding [not guilty]
F. Notice of finding by special committee [guilty]
G. Notice of sanction by municipal council
H. Notice finding and sanction by municipal council

A. NOTICE BY SPEAKER REQUESTING COUNCILLOR TO REPLY TO AN ALLEGED BREACH IN TERMS OF ITEM 13

Cllr/Ald .....
.....
.....

... .2010

Sir/Madam

ALLEGED BREACH OF CODE OF CONDUCT: .....

You have breached the *Code of Conduct for Councillors* [the 'Code'] in that you have .....
.....
.....
.....
.....
.....

In terms of item 13 of the said Code you are hereby given the opportunity to reply in writing regarding the alleged breach by not later than .....[time] on ..... [date].

Yours faithfully

.....
Speaker

B. NOTICE BY SPEAKER INFORMING COUNCILLOR OF NON PURSUANCE OF ALLEGED BREACH

Cllr/Ald .....
.....
.....

... .2010

Sir/Madam

ALLEGED BREACH OF CODE OF CONDUCT: .....

My letter of .....[Date] and your reply thereto of ..... [Date] has reference.

I have perused your representations regarding the alleged breach and have decided not to request the municipal council or special committee to further investigate the alleged breach.

Alternatively: After having investigated the facts and circumstances of the alleged breach I have decided not to request the municipal council or special committee to further investigate the alleged breach.

I regret any inconvenience that the allegations of a breach may have caused you.

Yours faithfully

.....
Speaker

C. NOTICE BY SPEAKER INFORMING COUNCILLOR OF PURSUANCE OF ALLEGED BREACH

Cllr/Ald .....
.....
.....

.....2010

Sir/Madam

ALLEGED BREACH OF CODE OF CONDUCT: .....

My letter of .....[date] and your reply thereto of ..... [date] has reference.

I have perused your representations regarding the alleged breach and am of the opinion that there are sufficient grounds to warrant a further investigation by the municipal council or special committee in terms of item 14 the *Code of Conduct for Councillors.*

Alternatively: After having investigated the facts and circumstances of the alleged breach I am of the opinion that there are sufficient grounds to warrant a further investigation by the municipal council or special committee in terms of item 14 the *Code of Conduct for Councillors.*

You will in due course be informed of the charge(s),date, time and place of the investigation and the identity of the initiator who will lead evidence on behalf of the municipality.

Yours faithfully

Speaker

D. NOTICE OF DISCIPLINARY MEETING

Cllr/Ald .....
.....
.....

..... 2010

Sir/Madam

NOTICE OF MEETING: INVESTIGATION INTO ALLEGED BREACH OF THE CODE OF CONDUCT FOR COUNCILLORS

You are hereby given notice in terms of item 14 of the Code of Conduct for Councillors [the 'Code'] to attend a disciplinary hearing to answer to an alleged breach of the Code.

The alleged breach is contained in the *Charge Sheet* attached hereto.

Alternatively: The alleged breach and the available evidence are -
.....
.....
.....
.....
.....
.....

The meeting will be held at ..... [place] on ..... [date] at ..... [time].

You have the following rights:

- To be informed of the charges against you;
- To be present at the hearing.
- To be represented by a representative, of your choice at your own cost.
- To request additional information, from the initiator, that you may require to prepare for the hearing;
- To cross-examine the witnesses of the Council;
- To present your case and call witnesses to testify on your behalf. It is your responsibility to ensure that your witnesses are present at the disciplinary hearing.
- To present evidence in mitigation should you be found guilty of the charge(s);
- To be notified in writing of the decision and of the sanction / penalty imposed as well as the reasons therefore (if applicable); and
- To appeal to the MEC for Local Government against the imposition by the Council of a sanction of a warning, reprimand or fine, within 14 days of notification of the decision of the Council (see item 14(3) of the Code).

If you do not attend and cannot give reasonable grounds for failing to attend, the meeting will be held in your absence.

The initiator in this hearing is ..... He/she will lead evidence on behalf of the municipality

Yours faithfully

.....
Speaker

I acknowledge receipt of this notice

.....
Signature (accused councilor)

Date: .....

E. NOTICE OF FINDING [NOT GUILTY]

Cllr/Ald .....
.....
.....

..... 2010

Sir/Madam

NOTICE OF FINDING: INVESTIGATION INTO ALLEGED BREACH OF THE CODE OF CONDUCT FOR COUNCILLORS

I refer to the disciplinary hearing held on ..... when you were afforded the opportunity to answer to an alleged breach of the Code.

The municipal council/special committee considered all the evidence presented to it and found you not guilty on the/all charge(s).

I regret any inconvenience that the investigation of the alleged breach may have caused you

Yours faithfully

Speaker

F. NOTICE OF FINDING BY SPECIAL COMMITTEE [GUILTY]

Cllr/Ald .....
.....
.....

..... 2010

Sir/Madam

NOTICE OF FINDING: INVESTIGATION INTO ALLEGED BREACH OF THE CODE OF CONDUCT FOR COUNCILLORS

I refer to the disciplinary hearing held on ..... when you were afforded the opportunity to answer to an alleged breach/alleged breaches of the Code.

The special committee considered all the evidence presented to it and found you guilty on the/all charge(s).

Alternatively: The municipal council/special committee considered all the evidence presented to it and found you

(a) guilty on charge 1;
(b) not guilty on charge 2;
(c) ..... on charge 3;
(d) .....

The reasons for the finding are -
.....
.....
.....

The special committee considered your arguments in mitigation and will make an appropriate recommendation to the municipal council in terms of item 14 of the Code of Conduct for Councillors

Yours faithfully

Speaker

G. NOTICE OF SANCTION BY MUNICIPAL COUNCIL

Cllr/Ald .....
.....
.....

..... 2010

Sir/Madam

NOTICE OF FINDING: INVESTIGATION INTO ALLEGED BREACH OF THE CODE OF CONDUCT FOR COUNCILLORS

I refer to the disciplinary hearing held on ..... as well as the finding of the special committee conveyed to you by letter dated .....

The special committee considered your arguments in mitigation and made an appropriate recommendation to the municipal council in terms of item 14 of the *Code of Conduct for Councillors*. The Municipal Council thereupon considered the recommendations and resolved to -

- formaly warning you, or
- reprimand you, or;
- request the Provincial Minister of Local Government to suspend you for .... months, or
- fine you R xxxx ,or
- request the Provincial Minister of Local Government to remove you from office.

You may within 14 days of having received this letter lodge an appeal with the Provincial Minister of Local Government against the decision to -

- formaly warning you, or
- reprimand you, or;
- fine you R xxxx ,or

The appeal must be in writing and set out the reasons on which the appeal is based. A copy of the appeal must also be forwarded to me.

Yours faithfully

Speaker

H. NOTICE FINDING AND SANCTION BY MUNICIPAL COUNCIL

Cllr/Ald .....
.....
.....

..... 20....

Sir/Madam

NOTICE OF FINDING: INVESTIGATION INTO ALLEGED BREACH OF THE CODE OF CONDUCT FOR COUNCILLORS

I refer to the disciplinary hearing held on .....

The municipal council considered all the evidence presented to it and found you guilty on the/all charge(s).

Alternatively: The municipal council/special committee considered all the evidence presented to it and found you

- guilty on charge 1;
- not guilty on charge 2;
- ..... on charge 3;

The reasons for the finding are -
.....
.....
.....

The municipal council also considered your arguments in mitigation and resolved to -

- formally warn you, or
- reprimand you, or;
- request the Provincial Minister of Local Government to suspend you for .... months, or
- fine you R xxxx ,or
- request the Provincial Minister of Local Government to remove you from office.

You may within 14 days of having received this letter lodge an appeal with the Provincial Minister of Local Government against the decision to -

- formaly warn you, or
- reprimand you, or;
- fine you R xxxx ,or

The appeal must be in writing and set out the reasons on which the appeal is based. A copy of the appeal must also be forwarded to me.

Alternatively: I will now formally approach the Provincial Minister of Local Government to suspend you for .... Months/to remove you from office

Yours faithfully

Speaker

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the notice in relation
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municipality only, as defined in

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nment: Municipal Systems Act,
determined by the President by

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FOR COUNCILLORS

and 46 of Act 51 of 2002, by
and by s. 14 of Act 7 of 2011.]

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municipalities have structured
local communities, and to meet
by providing services equitably,
the means of the municipality.
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nner as if married.

2 General conduct of councillors

A councillor must—

(a) perform the functions of office in good faith, honestly and a transparent manner; and

(b) at all times act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised.

2A Voting at meetings

Acouncillor may not vote in favour of or agree to a resolution which is before the council or a committee of the council which conflicts with any legislation applicable to local government.

[Para. 2A inserted by s. 14 of Act 7 of 2011.]

3 Attendance at meetings

A councillor must attend each meeting of the municipal council and of a committee of which that councillor is a member, except when—

(a) leave of absence is granted in terms of an applicable law or as determined by the rules and orders of the council; or

(b) that councillor is required in terms of this Code to withdraw from the meeting.

4 Sanctions for non-attendance of meetings

(1) A municipal council may impose a fine as determined by the standing rules and orders of the municipal council on a councillor for:

(a) not attending a meeting which that councillor is required to attend in terms of item 3; or

(b) failing to remain in attendance at such a meeting.

(2) A councillor who is absent from three or more consecutive meetings of a municipal council, or from three or more

consecutive meetings of a committee, which that councillor is required to attend in terms of item 3, must be removed from office as a councillor.

(3) Proceedings for the imposition of a fine or the removal of a councillor must be conducted in accordance with a uniform standing procedure which each municipal council must adopt for the purposes of this item. The uniform standing procedure must comply with the rules of natural justice.

5 Disclosure of interests

(1) A councillor must—

(a) disclose to the municipal council, or to any committee of which that councillor is a member, any direct or indirect personal or private business interest that that councillor, or any spouse, partner or business associate of that councillor may have in any matter before the council or the committee; and

(b) withdraw from the proceedings of the council or committee when that matter is considered by the council or committee, unless the council or committee decides that the councillor's direct or indirect interest in the matter is trivial or irrelevant.

(2) A councillor who, or whose spouse, partner, business associate or close family member, acquired or stands to acquire any direct benefit from a contract concluded with the municipality, must disclose full particulars of the benefit of which the councillor is aware at the first meeting of the municipal council at which it is possible for the councillor to make the disclosure.

(3) This section does not apply to an interest or benefit which a councillor, or a spouse, partner, business associate or close family member, has or acquires in common with other residents of the municipality.

6 Personal gain

(1) A councillor may not u
councillor, or confidential inf
private gain or to improperly
(2) and (3) . . .
[Subitems (2) and (3) delet
(4) No councillor may be a pa
for the provision of goods or
municipal entity established
[Subitem (4) added by

7 Declaration of intere

(1) When elected or appoint
declare in writing to the muni
interests held by that counci
(a) shares and securiti
(b) membership of any
(c) interest in any trust;
(d) directorships;
(e) partnerships;
(f) other financial inter
(g) employment and re
(h) interest in property;
(i) pension; and
(j) subsidies, grants an
(2) Any change in the nature
a councillor must be declared
annually.
(3) Gifts received by a cour
must also be declared in acc
(4) The municipal council mu
interests referred in subitem
regard to the need for confid

45a

(2) A report in terms of subitem (1) *(c)* is open to the public.

(3) The chairperson must report the outcome of the investigation to the MEC for local government in the province concerned.

(4) The chairperson must ensure that each councillor when taking office is given a copy of this Code and that a copy of the Code is available in every room or place where the council meets.

14 Breaches of Code

(1) A municipal council may—

(a) investigate and make a finding on any alleged breach of a provision of this Code; or

(b) establish a special committee—

(i) to investigate and make a finding on any alleged breach of this Code; and

(ii) to make appropriate recommendations to the council.

(2) If the council or a special committee finds that a councillor has breached a provision of this Code, the council may—

(a) issue a formal warning to the councillor;

(b) reprimand the councillor;

(c) request the MEC for local government in the province to suspend the councillor for a period;

(d) fine the councillor; and

(e) request the MEC to remove the councillor from office.

(3) *(a)* Any councillor who has been warned, reprimanded or fined in terms of paragraph *(a)*, *(b)* or *(d)* of subitem (2) may within 14 days of having been notified of the decision of council appeal to the MEC for local government in writing setting out the reasons on which the appeal is based.

(b) A copy of the appeal must be provided to the council.

(c) The council may within 14 days of receipt of the appeal referred to in paragraph *(b)* make any representation pertaining to the appeal to the MEC for local government in writing.

(d) The MEC for local government may, after having considered the appeal, confirm, set aside or vary the decision of the council and inform the councillor and the council of the outcome of the appeal.

(4) The MEC for local government may appoint a person or a committee to investigate any alleged breach of a provision of this Code and to make a recommendation as to the appropriate sanction in terms of sub-item (2) if a municipal council does not conduct an investigation contemplated in sub-item (1) and the MEC for local government considers it necessary.

[Subitem (4) substituted by s. 21 of Act 19 of 2008.]

(5) The Commissions Act, 1947 (Act 8 of 1947), or, where appropriate, applicable provincial legislation, may be applied to an investigation in terms of subitem (4).

[Subitem (5) substituted by s. 46 of Act 51 of 2002.]

(6) If the MEC is of the opinion that the councillor has breached a provision of this Code, and that such contravention warrants a suspension or removal from office, the MEC may—

(a) suspend the councillor for a period and on conditions determined by the MEC; or

(b) remove the councillor from office.

(7) Any investigation in terms of this item must be in accordance with the rules of natural justice.

15 Application of Code to traditional leaders

(1) Items 1, 2, 5, 6, 9 *(b)* to *(d)*, 10, 11, 12, 13 and 14 (1) apply to a traditional leader who participates or has participated in the proceedings of a municipal council in terms of section 81 of the Municipal Structures Act.

(2) These items must be applied to the traditional leader in the same way they apply to councillors.

(3) If a municipal council or a special committee in terms of item 14 (1) finds that a traditional leader has breached a provision of this Code, the council may—

(a) issue a formal warning to the traditional leader; or

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OFFICE OF THE SPEAKER

Ref No: FA/04/03/15

04 March 2015

REGISTERED LETTER

Councillor F Adams
39 White Heart Street
Jamestown
Stellenbosch
7600

Dear Councillor

Breach of Code of Conduct for Councillors

It is alleged that you have breached item 2 of the Code of Conduct for Councillors alternatively item 27(1) of the Stellenbosch Municipality Rules of Order By-Law in that you at the Council Meeting held on 25 February conduct yourself in such a manner that the Speaker had no alternative to had you remove from the meeting. The said items read as follows -

"2. General conduct of councillors

A councillor must-

(a) perform the functions of office in good faith, honestly and a transparent manner; and

(b) at all times act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised."

"27. IRRELEVANCE, TEDIOUS REPETITION, UNBECOMING LANGUAGE OR BEHAVIOR AND BREACH OF ORDER

27.1 The Speaker must call the attention of the member to irrelevant, tedious repetition, unbecoming language or behavior or any breach of order on the part of a member, and shall direct such member, if speaking, to discontinue his/her speech until the member has come to order. Such direction shall be regarded as a warning. Upon 2 warnings,

of which the second warning will be final, during the deliberations of the Council meeting, the provisions of rule 28 shall apply and the Speaker may decide to take disciplinary action against such member in terms of the Code of Conduct for Councilors."

The *Code of Conduct for Councillors* requires me to authorise an investigation of the facts and circumstances of an alleged breach, if of the opinion that a provision of this Code has been breached. Before considering an investigation, I hereby afford you the opportunity to reply in writing regarding the alleged breach by not later than **16h00** on **25 March 2015.**

Yours faithfully.

.....

Councillor C P JOOSTE
SPEAKER
021 808 8074
mailto:*Speaker@stellenbosch.org*

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APP: 2

Clr. Franklin Adams

PO Box 12445 Die Boord

7613

Oakcity2010@yahoo.com

18 April 2016

For Attention:

Minister Anton Bredell

MEC : Local Government

Western Cape

Re: Appeal- Disciplinary Hearing 16 March, Stellenbosch Council.

Good day Sir.

Thank you for the opportunity to present this letter of appeal to you for consideration.

This is based on a disciplinary hearing that was institute against me by the Speaker of Stellenbosch Municipality, Clr. Cyril jooste.

1. **Charge Sheet & notice of Disciplinary Hearing:**

I refer you to the notice I received, dated 16 February 2016. On the 25 February 201S, the Speaker requested you to leave the council chamber. you refused and had to be forcefully removed. Your aforesaid conduct is a violation of Rule 27 and/or rule 28 of the Rules of Order for the council and its committees.

2. **Disciplinary Hearing:**

The disciplinary hearing took place on the 16 March 2016.

I did not attend the hearing and also provided, the chairperson , Clr. L. Maree, my reasons.

My main reason, was that they all knew that I present the annual week against racism, since 2007. Personally, I feel that they acted malicious, because their date of the hearing was not an coincident.

Although, I send them reasons, they failed to offer me an alternative date.

3. <u>Outcome of the Hearing:</u>

On the 8 of April 2016, I received the outcome of the hearing, dated 6 April 2016.

I was found guilty as charged.

The reasons are:

1. That you have violated item2 of the Code of conduct
2. You have resisted removal from Council Chambers.
3. You used unacceptable language.
4. You refused to accept the charge sheet.
5. You violate the integrity of Council.

I herewith appeal to this outcome in terms of Section 14(3) of schedule 1 to the Systems Act 32 of 2000.

The Reasons for my appeal are based on the following:

1. **<u>Unfairness: Council</u>**
   a. **I believe, that Council didn't act fairly, because the alleged incident took place , already in February 2015. The fact that I was not charge with any apparent misconduct, until the hearing should have least count for something.**
   b. **I feel Council, in particular DA Councillors acted inconsistent, taking in consideration other Councillors, that was charge. Some with prima face evidents and was protected by the Speaker and the DA Councillor.**

   I refer to the cases of Clr. Sofie Louw, Johannie Serdyn and Dawid Botha.

   Even , when Clr. Jindela assaulted Clr. van der Walt, the DA Councillors decided not to charge him. This was on the recommendation of the investigator, Ald. Coetsee.

   The Mayor Also failed in his duties to act on numerous complains by myself against the Speaker. I refer you, MEC to my letter address to you on the 23 October 2013.

   I basically beg you to protect me against the malicious actions and or conduct by the Speaker. You refer this to the Mayor and he did nothing about it. This allows the Speaker to act with impunity, someone who is above the rule of law.

   NB: I also refer you to the 23 September 2015 Council meeting.

   Item : 8.3- Recomposition of the disciplinary Committee.

   Here it was resolve, that both Clr. Sofie Louw and Maree represent, the DA at the DC . This was another indication, that the majority party does not care that they suppose to be unbiased when they serve on the DC and not necessary represent any party.

2. Inconsistency:

I don't think that the majority of DA councillors act consistently, when it comes to disciplinary actions towards councillors.

I already made reference towards the cases of other DA councillors. This amounts to abuse of power and victimization.

This far there was no fairness and the focus was mainly on members of the opposition.

I refer you to the outcome of the investigation of Clr. Jindela by Ald. Coetsee. "I therefore further suggest that no further action be taken against Clr. Jindela." His reason, Clr. Jindela , already received his punishment, because he was asked to leave the chamber.

NB: I was not only asked to leave, I was also assaulted by the Law- Enforcement officers.

So look at the following facts.

a) The Councillor, (a) Assaulted another councillor- He just walked away. Councillor (b) was apparently using unbecoming language or behaviour- He is charged, found guilty and is recommended to be charge with one months salary.

3. Bias:

I want to make reference to the conduct by the investigator and initiator within my case, Ald. Coetsee.

I personally feel, he was bias in his conduct as investigator . He act on instruction by the Speaker, who I feel influence his recommendation to Council.

If one looks how he acts with the case of Clr. Jindela, he can't be trusted with any objective views. He should have recused himself, because he fails to be fair and reasonable.

4. Abuse of Power: Speaker, Clr. C. Jooste.

I make reference to the alleged incident of the 25 February 2015. I made a comment directly to the Speaker, which made him unhappy. As a result I was asked to withdraw the comment and or statement.

I refused, because I exercise my freedom of speech as an elected councillor. The Speaker, have the tendency, when he is not agreeing with you, he resorted to bullying tactics and the abuse of his power to deal with you as opposition .

I never refused to leave the Chamber. I actual fact I mentioned several times, that there is no need for the law-enforcement, because I will leave on my own. This you can witness yourself on the recording of said meeting.

NB: I also refer you to the recent Judgement of the CONCOURT : Where it was found that it is illegal for the police to use force against politicians in the Legislature. Politicians are public representatives who have the right to vigorous debate on behalf of its constituencies . Even if it's painful for the presiding officer, there is no need to abuse your power to settle scores.

This is exactly the conduct by the Speaker, Clr. Jooste, who thinks he is above the rule of law and untouchable.

He uses issues of the past to victimise me. He is destructive in behaviour, because I am the one who lay a complain against him at the Public Protector.

It was also found by the Cliff Decker investigation, there is prima face evidence of fraud and corruption against him. This was with his interference in the Administration and once again his abuse of power to appointed a incompetent person, Mr. Adrian Stone on a permanent basis.

This was his reward, because Mr. Stone was the one who convinced his mother in law to gave power back to the DA. The Speaker, got the reward as then, Mayor.

NB: Now what is the relevance? It is everything, because this is the bases for his malicious action and behaviour towards me, since 2011 when I took office as Councillor.

In terms of the Finding: Reasons.

1. Item 2 of the Code of conduct: This is so vague, I feel they should have been more precise and specific.
2. I already explain that I never resisted any removal, but rather felt I would leave on my own and not by Force.
3. I differ, how they define unacceptable language and I am not sure what they refer to, because nowhere they mention anything of such. Is it Lang bek Nar? This is common reference to the Speaker, because of his untruthful nature.
4. I never refused to accept the charge sheet and if I ever did. How can you make this punishable? There was more than a year twice an opportunity to serve me the charge sheet. This is during my Council, as well as Planning Committee meetings.
5. I vehemently denied that I violate the integrity of Council. I find my role as councillor very serious and my conduct thus far is exceptional.

Conclusion :

Minister, I feel the decision to first charge me and secondly to found me guilty was not fair and reasonable.

This whole process was malicious and motivated by the Speaker, who has a personal vendetta against me since 2009. This is with his ex- DA colleague, Clr. Myra Linders and the fact I reported his improper conduct to the Public Protector.

I even refer you to the Council Recommendation of the March Council Meeting to illustrate their malicious actions and or conduct.

(c) that the administration be mandated to deduct 50 % of the net salary from his April 2016 salary and 50 % from his May 2016 salary.

NB: You tell me, that none of them not even the Acting MM, causes them about my right to appeal.

That the case against me was a direct result of the undemocratic conduct by the Speaker, Clr. Cyril Jooste, who stifle robust debate and agitate Councillors.

I herewith respectfully request you to dismiss the finding by the Disciplinary Committee and the recommendation by Council on the 30 March 2016 meeting, to deduct one month's salary.

Kind Regards.

Clr. Franklin Adams

NB: I also attached all relevant documents to my disposal.