

IN THE HIGH COURT OF SOUTH AFRICA
(WESTERN CAPE HIGH COURT, CAPE TOWN)

CASE NO:24611/11

In the matter between:

JAKOBUS DU PLESSIS BOTHA N.O.	First Applicant
ESTELLE BOTHA N.O.	Second Applicant
GERHARD BOTHA N.O. (In their capacity as trustees for the time being of the Kobot Besigheid Trust (IT 969/2009))	Third Applicant

and

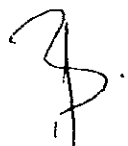
MEMBER OF THE EXECUTIVE COUNCIL FOR EDUCATION, WESTERN CAPE	First Respondent
THE GOVERNING BODY OF THE GROOTKRAAL UCC PRIMARY SCHOOL (OUDTSHOORN)	Second Respondent
GROOTKRAAL UCC PRIMARY SCHOOL (OUDTSHOORN)	Third Respondent

AFFIDAVIT

I the undersigned

JAKOBUS DU PLESSIS BOTHA

do hereby make oath and say.

M.D.A.


1. I am an adult male currently resident at 34 St Andrews Drive, Greenways, Strand, the first applicant in the above matter in my capacity as a trustee for the time being of the Kobot Besigheid Trust.

2. I depose hereto in reply to certain issues raised in the answering affidavit of second and third respondent. The fact that I do not deal with each and every allegation contained therein is in no way an admission as to the correctness thereof, and same is denied save insofar as it is consistent with the content or context hereof or applicant's founding affidavit.
 - 2.1. The fact that I do not in reply consider those portions of second and third respondents answering affidavit relating to the relationship between them and the first respondent is further in no way an admission as to the correctness of same. These are issues as between the respondents. It is however denied at the outset that the first respondent has not acted in accordance with its constitutional and statutory obligations.

3. Further, a large proportion of the answering affidavit consists of irrelevant and/or inadmissible matter which I do not intend burdening the record further with in reply.
 - 3.1. I would further submit that the answering affidavit of the second and third respondents in fact raises no contest to the relief sought by applicants. This submission is premised on the clear fact that the second and third respondent's do not in fact have standing to oppose the application. They

M. D. A.



were joined in this matter as a courtesy by virtue of their institution of the proceedings instituted by them under Western Cape High Court case number 12999/11. It is clear that the erstwhile tenant on the property, the first respondent, through whom second and third respondents purport to occupy, does not oppose the relief sought and indeed supports same. Accordingly second and third respondents have no right in law to occupy the property and must vacate same.

3.2. I shall now deal seriatim with certain issues raised in the answering affidavit of second and third respondents. In that second and third respondents are inextricably linked I shall for ease of reference refer to them collectively as '*the school*' saving those instances where several reference is apposite.

4. Ad paragraphs 6 - 14

4.1. The content hereof is denied.

4.2. I am further informed by my legal representatives that the content of these paragraphs constitutes inadmissible hearsay and falls to be struck out. I am indeed in the invidious position that I cannot even begin to substantively reply to the content of these paragraphs as I do not know what the source of the deponent's information might be.

4.3. I reiterate however that the trust is indeed the owner of the property and the landlord in terms of the lease agreement.

M. D. A.



- 4.4. The submission of Mr Dido as regards the trust's ownership of the property is further dishonest and disingenuous. I refer further in this regard to his affidavit under case number 12999/11, at par 8, where he stipulates "*The Trust is cited as the registered owner of the property on which the Grootkraal School is situated, having acquired it at auction on April 2009.*"
- 4.5. I am aware of absolutely no dispute as to whether or not the trust is the owner of the property. I attach hereto marked "RA 1" a copy of the title deed to the property.
- 4.6. During 2008 the erstwhile owner of the property paid the church R 60,000.00 as compensation for improvements to the property. At no time did the erstwhile owner seek to purchase the property as it was at all times the registered owner thereof. In the event the transaction referred to here was indeed a purchase of property then same must needs have been contained in a written instrument and registered at the deeds office, which has not taken place. I note that even the letter of Mr van der Veen refers to "*die gebou*" or "*die kerkgebou*" and nowhere to the land.
- 4.6.1. I have over the last month learnt that Mr Japie Coetzee and a family member of his, Mr Willem Coetzee, have been embroiled in a dispute over who exactly is entitled to these monies. I believe they are both members of the church in question but am not aware which factions, assuming same exist, they claim to represent.

M. D. A.



4.7. A copy of an e-mail from the attorneys of the attorneys who attended on the transfer of the property to second applicant confirming same is attached hereto marked "RA 2"

5. Ad paragraphs 15-17

5.1. This is a clear example of the school's dilatory and indeed dishonest approach to these proceedings.


5.2. The school most certainly did not bother to join the church in its proceedings under case 12999/11 and has tendered not an iota of evidence which might suggest that the church has in any way an interest in the proceedings.

5.3. In any event even were the church to have a claim same would be for compensation as against the estate of Mr van der Veen and in no way relevant to these proceedings.

6. Ad paragraphs 18 – 80

6.1. The content hereof is irrelevant as regards applicants' cause of action or any defence in law thereto.

6.2. It is noted that throughout as appears from the content of these paragraphs that the school dealt with the trust as undisputed owner of the property.

M. D. A.


6.3. It is further clear that even on the schools version it has been aware for a substantial period of time that the school would be required to vacate the property and that the school has been involved in the process.

6.4. I am further not going to burden the record in pointing out all the errors and inconsistencies as none of them advance the case of either party, but by way of example:

6.4.1. Ad paragraph 45


6.4.1.1. The Botha family has never been or purported to be the owner of the property.

6.4.2. Ad paragraph 51

6.4.2.1. Third Applicant is in no way related to me. He is an accountant working in Somerset West under the name and style Theron Du Plessis Accountants.

6.5. It is finally in this regard mentioned that the school's allegations of a long dispute between the trust, the department and the church (paragraph 19) are simply untrue. The trust has never had a dispute with either of these parties.

7. Ad paragraph 81

M.O.A.


7.1. I believe applicants' founding affidavit fully discloses applicants' efforts to find a solution to the relocation of the school or its possible continued occupation of the property.

8. Ad paragraphs 82- 87

8.1. It is incorrect that applicants regard this matter purely as the resolution of a private law relationship. It was for this reason that the further information available to the applicants was provided in its founding papers. Applicants have endeavored to provide all the information they are in a position to provide but ask that the court understand that they know very little of the circumstances of or relationships between the respondents and applicants' predecessors in title.

8.2. It is of course conceded that constitutional issues are of application here, to wit the children's right to an education as well as the applicants' rights to its property.

8.3. It is denied that the applicants in any way seek to impede any right to basic education and indeed no basis has been laid for such an assertion.

8.4. Further the applicants do not seek to eject "*minor children from a primary school*" as it is understood that what will take place is that the school itself will simply be relocated elsewhere and indeed that provision has been made for this as well as the transportation of the children to their new school.

M. D. A.



8.5. I wish to reiterate that applicants do not seek to impede access to education to anybody, and in the event the school wishes to infringe on applicants' constitutional propriety rights it is submitted that it is incumbent upon them to show that applicants are indeed impeding upon access to education, which the school has failed to do.

8.6. I believe that the question of the schoolchildren's access to education is adequately answered by the affidavit filed on behalf of the first respondent.


9. Ad paragraph 91

9.1. It is denied that severe or indeed any prejudice will be suffered by the school or the schoolchildren in the event the relief sought is granted. Certainly no basis has been laid for this allegation and indeed the first respondent is patently of the opinion that its obligations in this regard are being fulfilled.

10. Ad paragraph 92 - 95

10.1. The school's submission that a postponement of this application is the correct approach is with respect disingenuous and indicative of the school's dilatory approach to these proceedings.

10.1.1. It is further submitted that such a delay and a continuation of the current uncertain situation assists no-one. It is certain that the school must indeed be relocated. Provision has been made for this by the relevant authorities.

M. D. A.


10.2. It is further unclear on what possible basis Mr Dido can allege that the first respondent has failed to comply order of Mr Justice Henney.

10.3. It is reiterated that it is more than apparent that the first respondent has taken adequate steps to ensure the protection of the schoolchildren's access to education and indeed had already taken such steps during June of 2011.

10.4. It appears that the school's approach to its continued occupation of the property is to simply remain supine and then use that state of affairs as a defence to the trust's efforts to enforce its proprietary rights. Not one representative of the school has during the course of 2011 contacted or even to my knowledge attempted to contact any of the applicants to discuss the situation.

11. Ad paragraphs 96 – 115

11.1. I am informed by my legal representatives that the issues contained herein, the vast majority whereof seem to be irrelevant to the instant matter, are insofar as they may be material to the current application indeed issues best dealt with as between first respondent and the school.

11.2. Furthermore the allegations relating to the first respondent's failure to deal with its statutory and constitutional obligations have already been raised and dealt with in the school's application earlier this year, wherein Mr Justice Henney did not give an order on the terms sought namely a request to review and set aside the first respondent's decision to close the school.

M. D. A.



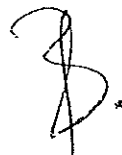
11.3. It has further at all times been my understanding, which understanding is supported by the affidavit of the first respondent, that the school is to be relocated. In the circumstances Mr Dido's constant references to the closure, subsuming or merger of the school are quite simply incorrect. It is in fact clear that the school will indeed have its own facilities, staff and indeed headmaster.

12. Ad paragraphs 126 – 130

12.1. The school makes consistent reference to prejudice that it will suffer in the event the order sought is granted. It is never however takes the court into its confidence as to what exactly this prejudice is. The Department of Education, the body responsible for the school has stated that it has made provision for the relocation of the school elsewhere. It is with respect almost impossible for me to answer allegations of prejudice to the school, as no actual prejudice appears to be alleged. Further absolutely no basis is laid for the fact that "the majority of the learners" will be forced to remain out of school during the following year. The first respondent has stipulated unequivocally that they will indeed receive schooling elsewhere.

12.2 To date the trust has expended the amount of approximately R 3 352 500.00 on improvements and agricultural equipment as he set out in Annexure "RA3" attached hereto.

M. D. A.



12.2.1 This expenditure was premised on the first respondent's undertaking to vacate the property and is effectively useless if the development cannot be finalised.

12.3 Furthermore the reason that the trust has not proceeded with any further development it intends to date or is due solely to the school's continued occupation of the property and indeed by the school's proven penchant for a dilatory approach to its occupation of the property. Until this issue is finalised it would be reckless in the extreme for the trust to start expending further monies in the furtherance of the intended development. Suffice it to say that as soon as this issue is dealt with the trust will immediately commence with the intended development.

13. Ad paragraph 135

13.1. Mr Lennis van Schalkwyk, a professional surveyor who surveyed the land, estimated the area occupied by the school as being some 4000m² in extent.

14. Ad paragraph 137

14.1. The school's occupation of the property derived from the lease agreement between the trust and the first respondent. This agreement refers unequivocally thereto that this right of occupation covers the buildings that the school occupies and makes no reference to any other land.

M.O.A




14.2. While it is admirable that the vegetable garden is being used to feed the pupils at the school, assuming that this is indeed the case, it is nonetheless not a right that the school is entitled to assume for itself.

15. Ad paragraph 138

15.1. It is correct that the trust did not liaise with second and third respondents regarding the negotiations with the first respondent. These negotiations were an issue solely as between applicants and first respondent, the school having absolutely no standing to enter into any lease agreement directly with the trust.

16. Ad paragraph 142

16.1. Neither I nor any of the other applicants had any knowledge of the history of the school's occupation of the property at the time that same was purchased by the trust. When the trust purchased the property we were aware that the school was on same in accordance with the lease agreement attached to the founding papers. That is as far as our knowledge went at the time of the purchase of the property. The trust's purchase of the property was in fact premised on the fact that the lease was soon to expire. As I have stated, but for the purpose to which the trust intends putting the land, it is commercially worthless.

M.D.A.


17. Ad paragraph 143

17.1. I do not wish to involve personalities in this application but I find Mr Dido's allegations that we have acted in with a clear disregard to the rights of the schoolchildren frankly insulting.

17.1.1. The trust allowed the school to occupy the property gratuitously for a period of 10 months in order to accommodate the schoolchildren.

17.1.2. The trust has attempted on various occasions to find an alternative solution to the schools occupation of the property or indeed to further extend such occupation.

17.1.3. The trust has at no time attempted to assert its rights regarding the schools usage of its property, more specifically the school's use of one of the few portions of arable land on the property, other than that which was leased. Mr Dido's attempts to portray the applicants as somehow the villains in this matter are accordingly deceitful and uncalled for, and approach to this litigation that applicants have from the outset avoided despite it being fertile ground.

17.2. Furthermore, the only reason that the school is not currently operating in the alternative premises already prepared for it is attributable solely to the litigation commenced by the school during June of 2011, in the event the school had moved then as it was lawfully obliged to do, the current litigation would have been avoided.

M P. A.


18. Ad paragraph 149

18.1. I understand from the affidavit of the first respondent that provision has been made for the accommodation of all the children elsewhere, as well as for the safe transport to and from the school's new premises.

19. Ad paragraph 150

19.1. The allegations that children are not transported in private vehicles is simply untrue.

19.2. In this regard I attach hereto marked "RA 4" a photograph of Mr Metembo bringing children to the school in the back of his bakkie. Not only is this manifestly dangerous as no provision is made in the back of said vehicle to secure the children in case of an accident, but I understand to be illegal.

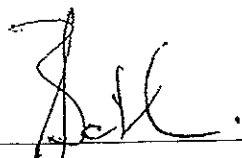
19.3. I can only assume that this is one of the groups of 16 or 17 children that Mr Metembo daily transports.

19.4. Further I fail to see how the delay of this matter will in any way impact upon the plans to be made for the transport of the children. The places of residence of the children are not going to change in a week, six months or possibly ever.

M.O.A.

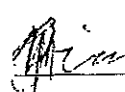


20. I accordingly submit that a proper case has been made for the relief which applicants seek and indeed that the grant of the relief as sought in the notice of motion is in the best interests of all parties.

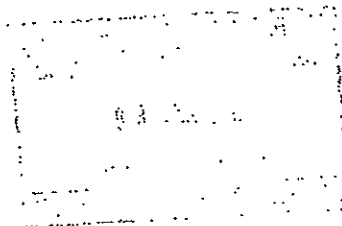



DEPONENT

I hereby certify that the deponent has acknowledged that he knows and understands the contents of this affidavit and this is the truth to the best of his knowledge, which affidavit was deposed and sworn to before me at Semenat - West on this the 3rd day of January 2012 and that the provision of the regulations as contained in the Government Notice no 3619 of 21 July and no. 1648 of 19 August 1972, had been adhered to.

M. D. AFKICA.


COMMISSIONER OF OATHS

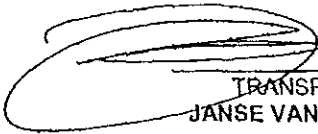


M. D. A.


"RA1" 244

Opgestel deur my,

JANSE VAN RENSBURG PROKUREURS
Sulle 1
Westgate Mall
H/v Vangard & Morgensterstraat
MITCHELL'S PLAIN
7802
Docex 9, Mitchell's Plain



TRANSPORTBESORGER
JANSE VAN RENSBURG M P

FEE
R...1000,00

T 005665/10

AKTE VAN TRANSPORT

HIERMEE WORD BEKEND GEMAAK

DAT MICHAEL PETRUS JANSE VAN RENSBURG *C. N. ROOD VAN ZIE LASKER* 
voor my die REGISTRATEUR VAN AKTES verskyn het te KAAPSTAD, die genoemde
Komparant synde behoorlik daartoe gemagtig deur 'n Volmag aan hom/haar verleen deur


DIE EKSEKUTEUR IN DIE
BOEDEL WYLE JOHN WILLIAM HERMANOWITZ VAN DER VEEN
BOEDELNOMMER 15533/2006

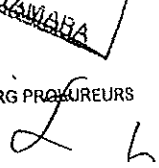
gedateer 15 Julie 2009

en geteken te OUDTSHOORN

VORM E
Deed of Transfer (Conventional)

DATA / CAPTURE
15 FEB 2010
MAREN JAMBA



 M.O.A

EN genoemde Komparant het verklaar dat BOEDEL WYLE JOHN WILLIAM HERMANOWITZ VAN DER VEEN die ondergemelde eiendom op 21 April 2009 waarlik en wettiglik per OPENBARE VEILING verkoop het en dat hy/sy in sy/haar voornoemde hoedanigheid hierby sedgeer en transporteer aan en ten gunste van:

**DIE TRUSTEES INDERTYD VAN
DIE KOBOT BESIGHEIDSTRUST
NOMMER IT969/2009**

die ampsopvolgers in titel of regsverkrygendes in volkome en vrye eiendom:

1. RESTANT VAN GEDEELTE 40 (GEDEELTE VAN GEDEELTE 2) VAN DIE PLAAS DE KOMBUIJS NR. 28 IN DIE MUNISIPALITEIT EN AFDELING VAN OUDTSHOORN PROVINSIE WES-KAAP

GROOT: 117,6629 (EEN HONDÉRD EN SEWENTIEN KOMMA SES SES TWEE NEGE) Hektaar

Eerste getransporteer en nog steeds gehou kragtens Verdelingstransportakte Nommer T4404/1955 met Kaart Nommer 8452/52 daaraan geheg.

A. ONDERHEWIG aan die voorwaardes waarna verwys word in Transport Akte No. 5560 gedateer 10 Junie 1926.

B. NIE ONDERHEWIG aan voorwaarde 1B op bladsy 3 in Verdelingstransportakte Nommer T4404/1955 wat betrekking het op regte op minerale in terme van Artikel 53 van die Registrasie van Myntitels Wysigingswet 24/2003.

C. KRAGTENS Notariële Akte No. 175/55 gedateer 1/2/55 en 22/3/55 is die eienaar en sy regsopvolgers van Gedeelte 40 hieronder gehou.

I. Geregtig op:

- (a) alle bestaande regte, insluitende bykomstige regte op die dam en besproeiingsvoor, welke laasgenoemde in 'n suidelike rigting vloei na die binnevelde eiendom oor Gedeelte 39 gehou onder Transportakte No. 4403 hierdie dag gedateer.
- (b) alle bestaande regte op die besproeiingsvoor wat van Wes na Oos vloei oor gemelde Gedeelte 39 na Gedeelte 40.

II. Behou die eienaar en sy regsopvolgers voormeld, die bestaande serwituut padreg oor en langs die paaie op gemelde Gedeelte 39 na Gedeelte 40.

Soos vervat in Transportakte Nr T4404/1955.

D. KRAGTENS EX416/1961 is 'n gedeelte groot ongeveer 1,174 Morg onteien deur die Provinsiale Administrasie van die Kaap kragtens Artikels 2(3) en 6 van Ordonansie 3/1936 Vide onteieningskennisgewing No. P/5/2 dateer 26/08/1961 soos vervat in Transportakte Nr T 4404/1955.

2. 1/8DE AANDEEL IN GEDEELTE 1 VAN DIE PLAAS GROENEFONTYN NR. 29
IN DIE MUNISIPALITEIT EN AFDELING VAN OUDTSHOORN
PROVINSIE WES-KAAP

GROOT: 126,4213 (EEN HONDERD SES EN TWINTIG KOMMA VIER TWEE EEN
DRIE) Hektaar

Eerste getranspoteer Kragtens Transportakte Nummer T169 dateer 12 Maart 1886
met Kaart Nummer 3118/1885 daaraan geheg en gehou kragtens Transportaktes Nrs
T1848/1944 en T5560/1926.

- A. NIE ONDERHEWIG aan voorwaarde 2A op bladsy 3 in Transportakte Nummer
T1848/1944 wat betrekking het op regte op minerale in terme van Artikel 53 van die
Registrasie van Myntitels Wysigingswet 24/2003.
- B. ONDERHEWIG aan die voorwaardes waarna verwys word in Transport Akte No.
5560 gedateer 10 Junie 1926.

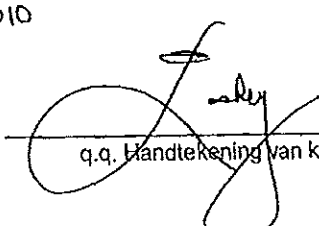
WESHALWE die Komparant afstand doen van al die regte en titel wat die gesegde **BOEDEL WYLE JOHN WILLIAM HERMANOWITZ VAN DER VEEN** voorheen op genoemde eiendom gehad het en gevolglik ook erken dat hy geheel en al van die besit daarvan onthef en nie meer daartoe geregtig is nie, en dat, kragtens hierdie akte, bogenoemde **DIE TRUSTEES INDERTYD VAN DIE KOBOT BESIGHEIDS TRUST**, die ampsovolgers in titel of regsverkrygendes tans en voortaan daartoe geregtig is, ooreenkomstig plaaslike gebruik, behoudens die regte van die Staat en erken hy ten slotte dat die koopprys van die eiendom wat hiermee getranspoteer word die bedrag van R3 000 000.00 (DRIE MILJOEN RAND) is.

TEN BEWYSE WAARVAN EK, die genoemde Registrateur van Aktes, tesame met die Komparant hierdie Akte onderteken en dit met die Ampseël bekragtig het.

ALDUS GEDOEN EN VERLY op die kantoor van die REGISTRATEUR VAN AKTES te KAAPSTAD op **DS FEBRUARIE 2010**

In my teenwoordigheid

Registrateur van Aktes



q.q. Handtekening van komparant

Estelle

From: Chrisna Venter [chrisnaventer@webmail.co.za]
 Sent: 03 December 2009 07:27 AM
 To: 'Estelle'
 Subject: TRANSPORT ; BDL VAN DER VEEN / KOBOT BESIGHEIDSTRUST
 Importance: High

TRANSPORT ; BDL VAN DER VEEN / KOBOT BESIGHEIDSTRUST

U navraag rakende die Kerk se aanspraak op die grond het betrekking.

Wyle mnr van der Veen het 'n mondelinge ooreenkoms met Die United Congregational Kerk gehad dat hulle vir hulle 'n Kerk mag bou op die stukkie grond. Die Kerk het nooit oordrag geneem van die grond nie. Die waarskynlike rede is dat hulle nie die geld gehad het vir die kostes vir die aansoek om onderverdeling nie.

Met die afsterwe vn mnr van der Veen en met die gevolglike bereddering van die boedel het ons die aangeleentheid met die Kerk opgeneem. Tot op daardie stadium het die Kerk die eiendom aan die Departement van Onderwys verhuur. Die hele aangeleentheid is toe met die Kerk geskik op die basis dat hulle afstand doen van hul regte. Die boedel het hulle in ruil vir die verbeterings op die grond R60 000,00 aangebied. Die geld is reeds aan die Kerk oorbetaal. Op grond daarvan het Hans van der Veen met die Departement van Onderwys 'n huurkontrak gesluit en is die huurgeld vanaf 1 Mei 2008 aan Mnr van der Veen in sy hoedanigheid as Eksekuteur van die boedel betaal.

Die Kerk het dus geen aanspraak op die eiendom nie en skrywer weet nie waarom die Kerk genader is vir toestemming om verbeterings aan te bring nie. Moontlik is dit maar as gevolg van swak kommunikasie tussen die Departement van Onderwys en die Skoolhoof dat die Skoolhoof nie weet by wie die Departement die grond huur nie.

Die uwe
JAMES KING

Chrisna Venter
 Vanuit die kantoor van Mnr J King / From the office of Mr J King
JAMES KING & BADENHORST ING / INC
 St Johnstraat 144 St John Street
 Posbus 195 PO Box, DX 9
 Oudtshoorn, Suid-Afrika / South Africa, 6620
 Direkte / Direct Tel: +27 44 - 272 0142
 Direkte Faks / Direct Fax: 086 513 7367
 Faks / Fax : +27 44 - 272 3080

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M.D.A.

2010/06/30

Grootkraal – expenditure towards developments on the farm.

The farm was very neglected at the time Mr Botha took ownership during Feb 2010 and lots of cleaning up and clearing out was needed the first month's. However work on areas and buildings that could go ahead have started during winter 2010. Extensive development plans need now to be approved and put in place .

GROOTKRAAL PURCHASE PRIZE = R 3,2M – FEB 2010

A) Tourism:

1 Manor House (previously the main farm house)

1.1 Total conversion of inside of house – August 2010 to July 2011

- 1.1.1 Renovation and construction of 5 double bedrooms with en-suite bathrooms = R 434 000.00
- 1.1.2 New floors = R 128 000.00
- 1.1.3 Relocate kitchen and construct = R 97 000.00
- 1.1.4 New kitchen fittings and fixtures = R 45000.00
- 1.1.5 Interior decorating, including painting, blinds = R 76 000.00
- 1.2 Outside wooden deck = R 150 00.00
- 1.3 Outside painting – walls = R 38 000.00
- 1.3.1 Repair and painting of roof = R 125 000.00
- 1.3.2 New swimming pool = R 110 000.00
- 1.3.3 Landscaping around pool = R 54 000.00

TOTAL = R 1,257M

1.4 Outside Manor House

- 1.4.1 400m2 paved parking = R 125 000.00
- 1.4.2 Shade netting for parking area = R20 000.00
- 1.4.3 Renovate store = R 55 000.00
- 1.4.4 Other landscaping and retainer walls = R 39 000.00

TOTAL = R239K

2 Luxury Self-catering Cabana (previously an outbuilding)

- 2.1 renovating of outbuilding into a two bedroom with en suite bathrooms, kitchen and launch area (completed September 2011) = R 419 000.00
- 2.2 Furnishing of Cabana (November 2011) = R 55 000.00

TOTAL = R 474K

3 Gardening around Manor House and Cabana

- 3.1 landscaping (Oct to Dec 2011) = R 19 000.00
- 3.2 planting of lawn = R 21 000.00
- 3.3 Water feature (under construction) = R 5 000.00 so far
- 3.4 Plants and fertilizer = R 2500.00

TOTAL = R 47,5K

4 Roads:

- 4.1 Upgrade and rebuild service road to R328 (May 2011) R 45 000.00

TOTAL = R 45K

M. P. A.



B) Agriculture

- 4.1 Farm implements August 2010 to March 2011 = R 76 000.00
- 4.2 John Deer tractor October 2010 = R 145 000.00
- 4.3 Trailer (Nov 2011) R 7500.00
- 4.4 Digger Loader (Nov 2011) R 310 000.00
- 4.5 Toyota bakkie (Nov 2011) R 220 000.00

- 5 Upgrading of fencing (Oct 2010 to march 2011) R 55 000.00
- 6 Rehabilitating of Luzern fields (August 2010 to Set 2011) R 29 000.00
- 7 Building of new dam – 100m x 21 m (July 2010 to August 2010) R 100 000.00
- 8 Rehabilitating of river walls and 50 year flood walls (Oct 2010) R 25 000.00
- 9 Renovate and upgrade Lusern store (Oct 2011) = R 27 000.00
- 10 Irrigation of some 10hectare – material already on farm (Dec 2011) R 135 000.00
- 11 Renovate and upgrade of Labour housing (started Nov 2011-) R 162 000.00 TOTAL = R 1,29M

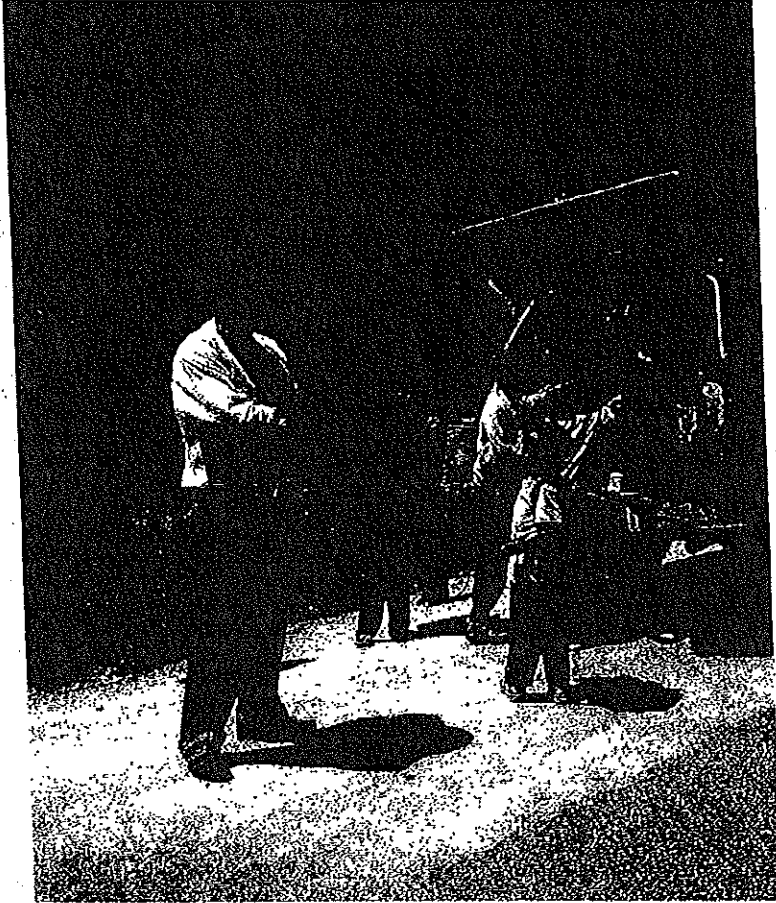
Work to start early 2012

- 12 installation of irrigation (Jan 2012 -) labour, diesel and material = R 35 000.00
- 13 restoration, renovation and upgrading of old milk shed to a Farm stall and general purpose store = R 680 000.00 TOTAL = R 715K

M.O.A.



"RA4"²⁵¹



Mr Matemba and his vehicle – transporting of children in back observed on 31/10 and 07/11



M. D. A.